

Regular Meeting

The regular meeting of the City Council of the City of Fitchburg was held in the Memorial Middle School Auditorium, 615 Rollstone St., Fitchburg, on May 15, 2018. The meeting was called to order by President Michael Kushmerek at 7:27 P.M. The Clerk called the roll and ten (10) Councillors were present. Councillor Kaddy was absent. The meeting opened with a salute to the Flag led by Councillor DiNatale.

For the Record

Noted for the record:

FATV was recording the audio and video of the meeting. Elizabeth Dobbins, Sentinel and Enterprise, and City resident David Nickless stated that they were recording the meeting.

Public Forum

PUBLIC FORUM

1. Ms. Carol Taylor Kazanjian, 283 Canton St., spoke regarding the Public Safety Committee meeting held prior to the Council meeting. There was a mis-communication and her petition was not on the committee agenda. In response, President Kushmerek welcomed her to speak at the next committee meeting scheduled for June 5, 2018 when her matter will be addressed.
2. Mr. David Nickless, 699 Arn-How Farm Rd. spoke regarding petition 242-17. He stated that the one-way, one-lane Main Street configuration is detrimental to businesses and poses a problem to public safety vehicles, bicycles go the wrong way in the bike lane creating a hazard to drivers and themselves, the flower pots are in the way of traffic.
3. Mr. Ken Posco, 14 Oliver St. spoke regarding petition 242-17. He stated that other options for traffic safety could be considered such as cautionary signs and traffic calming devices. He stated that a single lane is not safer and is bad for businesses. He stated that a two-way Main Street is the solution and that, until such configuration can be achieved, it should be put back to the way it was with two lanes going one way and allow Putnam Street to be two-way.
4. Ms. Mary Giannetti, 40 Village Crossing, spoke in support of petition 47-18. She states that, without it, traffic will continue to use her Moran Square Diner parking lot as a thoroughfare to avoid the "Do Not Enter" sign on Myrtle Ave.
5. Mr. Ismael Santiago, 71 King St., spoke in support of petition 47-18. He states that he works at the 7-11 Store and sees safety concerns for customers in the parking lot because it is used to avoid the "Do Not Enter" sign on Myrtle Ave.

Records

REPORT OF COMMITTEE ON RECORDS

The Committee on records reported the minutes of the Regular Meeting of May 1, 2018 were correctly recorded. Report accepted and minutes adopted.

Communication
His Honor the
Mayor
Re-Appointment
Letters

COMMUNICATION FROM HIS HONOR THE MAYOR
Re-Appointment Letters

1. Andrew Van Hazinga, as a member of the Planning Board for a term to expire January 1, 2021.



The City of Fitchburg
Massachusetts
OFFICE OF THE MAYOR

FITCHBURG CITY CLERK

2018 MAY 10 AM 9:36

STEPHEN L. DINATALE
MAYOR
166 BOULDER DRIVE
FITCHBURG, MA 01420
TEL. (978) 829-1801

AARON TOURIGNY
CHIEF OF STAFF
ATOURIGNY@FITCHBURGMA.GOV

JOAN DAVID
ADMINISTRATIVE AIDE
JDAVID@FITCHBURGMA.GOV

May 10, 2018

The Honorable City Council
Fitchburg Municipal Offices
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Dear Honorable Councilors,

I hereby reappoint Mr. Andrew Van Hazinga of 138 Mt. Vernon Street, Fitchburg, MA, as a member of the Planning Board for a term set to expire on January 1, 2021.

Please feel free to contact me with any questions.

Sincerely,

Stephen L. DiNatale
Mayor

City of Fitchburg,

May 15, 2018

Communication
His Honor the
Mayor
Re-Appointment
Letters

2. Paula Caron, as a member of the Planning board for a term
to expire January 1, 2021.



STEPHEN L. DINATALE
MAYOR

166 BOULDER DRIVE
FITCHBURG, MA 01420
TEL. (978) 829-1801

The City of Fitchburg

Massachusetts

OFFICE OF THE MAYOR

FITCHBURG CITY

2018 MAY 10 AM

AARON TOURIGNY
CHIEF OF STAFF

ATOURIGNY@FITCHBURGMA.GOV

JOAN DAVID
ADMINISTRATIVE AIDE
JDAVID@FITCHBURGMA.GOV

May 10, 2018

The Honorable City Council
Fitchburg Municipal Offices
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Dear Honorable Councilors,

I hereby reappoint Ms. Paula Caron of 75 Prospect Street, Fitchburg, MA, as a member of the Planning Board
for a term set to expire on January 1, 2021.

Please feel free to contact me with any questions.

Sincerely,

Stephen L. DiNatale
Mayor

3. Sharon Tardiff, as a member of the Disability Commission
for a term to expire June 30, 2019.

Communication
His Honor the
Mayor
Re-Appointment
Letters



The City of Fitchburg

Massachusetts
OFFICE OF THE MAYOR

FITCHBURG CITY CLERK

2018 MAY 10 AM 9:43

STEPHEN L. DINATALE
MAYOR
166 BOULDER DRIVE
FITCHBURG, MA 01420
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May 10, 2018

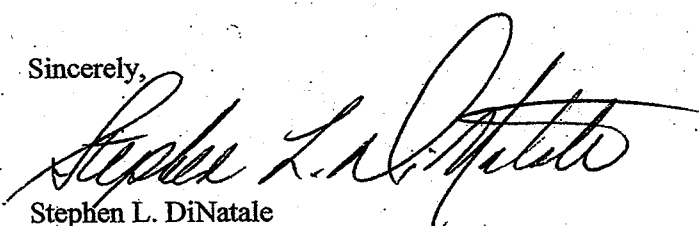
The Honorable City Council
Fitchburg Municipal Offices
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Dear Honorable Councilors,

I hereby reappoint and ask for your confirmation of Ms. Sharon Tardiff of 542 North Street, Fitchburg, MA, as a member of the Disability Commission for a term to expire on June 30, 2019.

Please feel free to contact me with any questions.

Sincerely,



Stephen L. DiNatale
Mayor

Appointments read and referred to the Appointments Committee.

2017 Annual Report
Fitchburg Police
Department

ANNUAL REPORT

140-18. ANNUAL REPORT: Fitchburg Police Department for the year 2017.



FITCHBURG POLICE DEPARTMENT

2017 ANNUAL REPORT

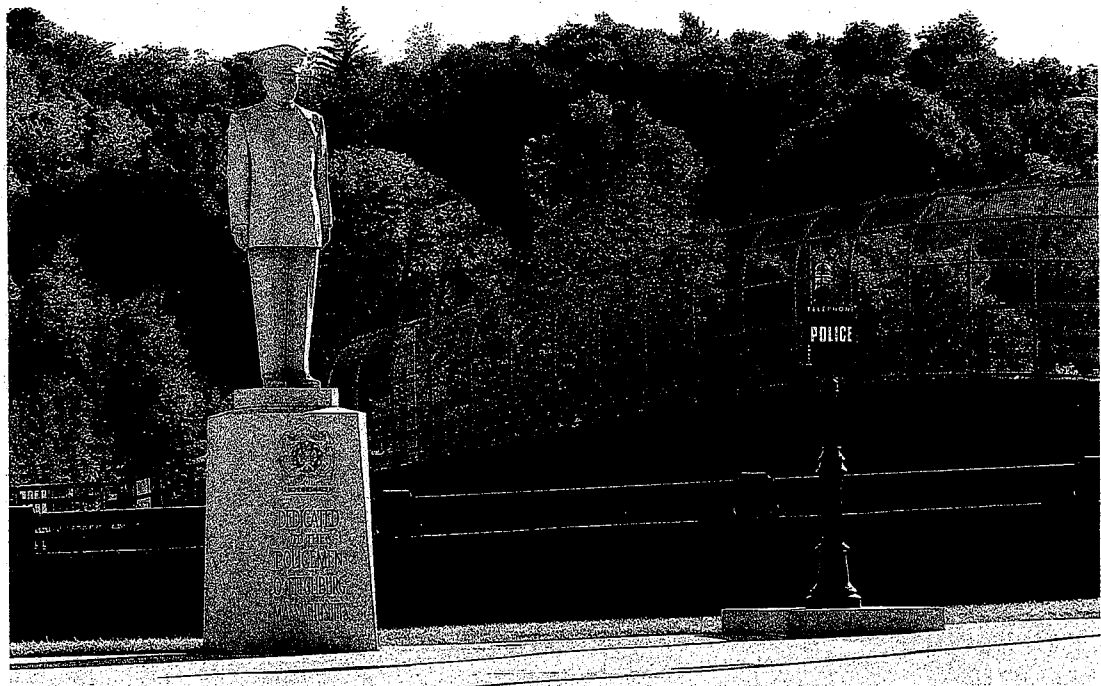


Photo courtesy of Captain Richard Jollimore, FFD

FITCHBURG POLICE DEPARTMENT—ROSTER



2017 Annual Report
Fitchburg Police
Department

CHIEF

MARTINEAU, ERNEST F.

CAPTAIN

GIANNINI, STEVEN D.
LEMAY, MATTHEW D.
HESS, HARRY N.

LIEUTENANTS

MCDERMOTT, TIMOTHY M.
HOWE, JEFFREY J.
GABRIEL, SCOTT S.
GARCIA, CHRISTOPHER T.

SERGEANTS

OUELLETTE, GARY L.
DAOUST, THOMAS M.

JACKSON, MARK D.
SIOMOS JR., KERRY C.
LEGER, THOMAS G.
KEENAN, RYAN C.
SULLIVAN, DEREK
BOUDREAU, DANIEL F.
MAKI, JOHN E.

PATROL OFFICERS

GILBERT, JAMES M.
CONNOLLY, JAMES T.
BURNS, MATTHEW L.
L'ECUYER, RONALD R. JR.
MCBRIDE, STEPHEN E.
MCNAMARA, PAUL M.
LAPOSTA, DOMENIC J.
DAIGLE, DAVID R.
ROMANO, DEAN D.
CONRAD, RODNEY E.
BALAGUER, FRANCISCO JR.
BOURNE, KEITH C.
CHANDLER, MICHAEL R.
PEPPLE, TABITHA L.
JACKSON, LEROY M.
LAKE, FREDERICK C.
CHABOT, JUDE H.
FARRELL, JAMES C.
ARCIPRETE, JAMES R.
ROULEAU, BRIAN
SEVIGNY, MICHAEL J.
MELANSON, DOMINIC L.
BIANCHINI, NICHOLAS E.

PATROL OFFICERS

HACHEY, STEVEN
DARTON, DOUGLAS
GORDON, DAVID M.
HERTEL, SHELBI E.
PENNETTI, ANTONIO F.
HURLEY, JEFFREY L.
FIGUEROA, JOSE A.
LAMBERT, JOSHUA O
YANG, MIKE LEE
DUVAL, JASON
CRONIN, STACY
MCCALL, JAMES, S.
BELLOFATTO, DANIEL K
BADGE 37
HUSE, ROBERT C.
RABOIN, ROBERT J.
BASTIEN, STEPHEN D.
KALINOWSKI, BENJAMIN D.
BELLOFATTO, CHRISTOPHER
TOBIN, ANTWAIN
WALKER, SHAWN
LOPEZ, MICHAEL E
FAUCHER, MICHAEL
GRIFFIN, ALEXANDER
THEODOULOU, PAUL
BARNES, KEITH
BAJANA, LUCAS O
FRIEND, TIMOTHY J
WALLACE, BRIAN P
SALAS, JULIENNE
ROBICHAUD, TYLER
MINICHELLO, DANIEL P
BADGE 56
PHILLIPS, DEMETRICE D
LAMKIN, NATHAN D
HYVARINEN, BARRY G JR
ALICEA, LIANA K
POLANCO-DIAZ, MEI-LING
WRIGHT, ELDRED, T

CIVILIAN DISPATCHERS

DANIELS, KYLE
WING, SARRAH N.
LEADBETTER II, HOWARD A
FUREY, CONNOR S
STACY, KELTON R
POULIN, SHELBI E
KADDY, MARK
GALLANT, KERRIE
STEWART, TIMOTHY J
BUELOW, DARLENE
DUPUIS, SELENA
HARNDEN, TIMOTHY

SPECIAL POLICE OFFICERS

RICHARDS, DONALD F.
KELLY, JOHN, M
MURRAY, JOHN J. III
O'BRIEN, TIMOTHY, J.
RICKERT, JANICE
O'BRIEN, KEVIN M.
PAPPAS, PERRY
FOSSA, GLENN
BOZICAS, PAUL C

RESERVE OFFICERS

WITHINGTON, BRYAN
WING, SARRAH
KADDY, MARK
STACY, KELTON
VELAZQUEZ, HIRAM
LOPEZ, DANIELLA
SANCHEZ, ISMAEL

CUSTODIAN

LEBLANC, DAVID

CLERICAL

UNDERHILL, JEANNE
STARKEY, ROBIN F.
HOLSTROM, JANET L.

FAMILY SERVICES

DONDERO, STEPHANIE

CRIME ANALYSIS / GRANT RESEARCH

FRITSCHER, KRISTI

ANIMAL CONTROL

PICKETT, TODD

SYSTEMS MGR (part time)

FRECHETTE, ROGER

2017 Annual Report
Fitchburg Police
Department



CITY OF FITCHBURG POLICE DEPARTMENT

20 Elm Street
Fitchburg, Massachusetts 01420-3204
www.fitchburgpolice.com

DEPARTMENT / OPERATIONS
978-345-4355
FAX: 978-345-4088

DETECTIVE BUREAU
978-345-9650

RECORDS BUREAU
978-345-9643
FAX: 978-342-7608

CHIEF OF POLICE
978-345-9656

2017 ANNUAL REPORT

April 14, 2018

Honorable Steven L. DiNatale
Mayor- City of Fitchburg
Honorable Members of the City Council
166 Boulder Drive
Fitchburg MA. 01420

His Honor the Mayor and City Councilors;

On behalf of the men and woman of the Fitchburg Police Department I am proud to present to you the 2017 Annual Report. The Annual Report from the Fitchburg Police Department contains much more than numbers and historical data. The report is a blue print to a successful partnership with the community we serve.

The total number of Part I Offenses in the City of Fitchburg decreased 10% between 2016 and 2017. More noteworthy, our Community has witnessed a remarkable 25% decrease in Part I Offenses on a five (5) year average. Part I Offenses are designated by the Federal Bureau of Investigations (FBI) to be the most serious crimes affecting a community.

Although I am encouraged by the long-term decreasing trends, we must continue to make progress and not become complacent in our efforts. This means strengthening our partnerships, continuing to educate and engage with our community members as well as look to find solutions to improve on what we do well. We must also strengthen areas we are deficient so that we can provide the best possible quality of life for all.

In 2017, the Fitchburg Police Department added four (4) new full time police officers. The four new hires resulted from attrition and has maintained our staffing levels at 78 sworn officers with 8 sworn reserve officers. I am impressed with the new officers that have been hired and we will continue to find the best qualified applicants that are reflective of the community we serve. Staffing continues to be a concern as we entered into 2018. With the foreseeable attrition rate of a minimum of 3 positions yearly, and the average time of training being eight months, services are impacted. I look forward to continuing exploring options to address staffing with our elected officials.

Law enforcement's role in society has been redefined and the men and women of the Fitchburg Police Department are leading the charge. Whether it's discussing solutions to the opioid crisis, or providing a safe and secure environment for our children can learn in, the Fitchburg Police Department has a seat at the table. The dedication to service and excellence from our officers is seen each and every day. Our civilian staff works in unison to complement our sworn officers, in order to create a team approach with which to achieve our mission. I would like to thank each and every member of the Fitchburg Police Department both sworn and civilian for their continued dedication to duty and serving the people of our great City.

Thank you to Mayor DiNatale and the entire City Council for your continued support.

Respectfully submitted;

Ernest F. Martineau
Chief of Police

2017 Crime Statistics Overview

The UCR Crime Index is a collection of selected offenses used by the FBI to measure changes in crime reported to law enforcement. The Fitchburg Police Department voluntarily submits NIBRS data to the Massachusetts Crime Reporting Unit, who then in turn submits UCR summary data to the FBI. Offenses included in the Part I Crime Index include the following: murder, rape, robbery, aggravated assault, burglary, and larceny and auto theft. Another crime reporting tool is NIBRS data. NIBRS data differs from UCR data and allows for a more detailed account of crime data. NIBRS is an incident based reporting system in which agencies collect data on each single crime occurrence where as UCR data reflects only certain highlighted offenses and uses the hierarchy rule.

The Fitchburg Police Department analyzes data on a monthly basis at our Compstat meetings. Command staff base police response on data analysis provided by the Crime Analyst as well as any information presented by staff at the meeting. Patterns, trends, and criminal intelligence are analyzed in order to identify crime series, repeat offenders, and emerging "hot spots" in a timely manner. Patrol officers are also assigned to conduct traffic enforcement in targeted traffic hot spots based on crash data analysis. Additionally, this department utilizes media (social media, newspaper, public access TV, etc) in an effort to promote crime prevention its initiatives.

UCR Part I Offenses**Property Crime**

Overall Highlight: Overall total property crime decreased 13% from last year & lowest number of burglaries reported in over 20 years.

The number of reported burglaries decreased 11% from the prior year, and was down 39% from a five year (2012-2016) average. Reported burglaries have been consistently trending downwards since the beginning of 2016. In 2017, there were 169 reported burglaries with 35% of those incidents indicating no signs of forced entry or the burglar (s) was unsuccessful in gaining entry into the property. Last year's figure of 169 incidents was the lowest number of reported burglaries in the City in over twenty years.

Larceny is a general category that may include offenses like theft from motor vehicles, shoplifting, theft from building, theft of motor vehicle parts, theft from a coin machine, all other larceny, pocket picking and purse snatching. UCR does not break larceny down by type, like NIBRS does. In 2017, the number of larceny offenses (n=516) decreased 16% from both the prior year and 28% from the average. Reported motor vehicle theft increased 27% from 2016, but decreased 9% from the average. Many vehicles were left unlocked with the keys either in the ignition or a spare was left somewhere in the vehicle. Additionally, many of these offenses were listed as "use of motor vehicle without authority" meaning that the person (s) who stole the vehicle was likely known to the victim and use was not permitted by the reporting party.

Overall total property crime decreased 13% from 2016, and decreased 30% from the five year average.

Violent Crime

Highlights: Overall total violent crime decreased 4% from last year.

Total reported violent crime decreased 4% from 2016, and decreased 8% from the average.

47 robberies were reported; which is a 24% decrease from 2016, and down 15% from the average. The number of "cleared" robbery offenses was 15% and nationally the clearance rate for robbery is about 29%. Of the 47 reported offenses; approximately 29% were "street" robberies, 5% robberies at banking institutions, and 24% at some kind of retail space (gas station, liquor store, or convenience store etc). Patrol officers have been working towards reducing the number of robberies by analyzing the time & day in which most robberies occur, and locations where most incidents occur. Detectives have been reaching out to businesses to go over robbery protocol & ensure cameras are working.

207 aggravated assaults were reported to the department. About 46% of all aggravated assaults were related to domestic violence (increase from last year; looking at NIBRS figures). The number of reported offenses decreased 7% from the prior year, and 13% from the average.

In 2017, no homicides.

Continue to next page

2017 Crime Statistics Overview
Non – UCR Data

Highlights: Significant arrests & seizures by Drug Unit, reduction in overdose calls, and continued partnerships with service providers.

Drug Suppression Unit (DSU) made 50 arrests, executed 51 search warrants, seized over 300 grams of heroin, over 1100 grams of cocaine, 3 stun guns, over 1100 rounds of ammunition and seized 16 illegal handguns off the street as a result of long term narcotics investigations. These types of investigations are crucial in combating the opioid epidemic that many cities across the country are experiencing.

In 2017, this department responded to 221 overdose calls (down 31%) and in 2016, 18 drug related fatalities occurred in the city. FPD officers deployed Narcan 87 times over the course of 2017. FPD has been using & carrying Nasal Naxolone (Narcan) since June of 2015.

FPD has received over 800 calls for service regarding a person experiencing a mental health crisis (includes suicide attempts). Every FPD officer has received basic Mental Health training, and nearly 30% of the department has attended an advanced mental health training course (CIT training) All supervisors and School Resource Officers have received CIT training. This department has a strong working partnership with both the Department of Mental Health and Community Health Link in Leominster. A clinician from CHL & a CIT trained officers carry out weekly home visits to persons who recently experienced a mental health crisis to ensure that their needs have been met.

FPD responded to 1,466 motor vehicle crashes. Most crashes occurred between 3pm and 6pm. The FPD Traffic Unit has been working towards reducing the number of crashes by deploying in high crash areas during peak crash times. Community Engagement & School Resource Officers have been educating the community about the dangers of speeding, driving under the influence, and distracted driving.

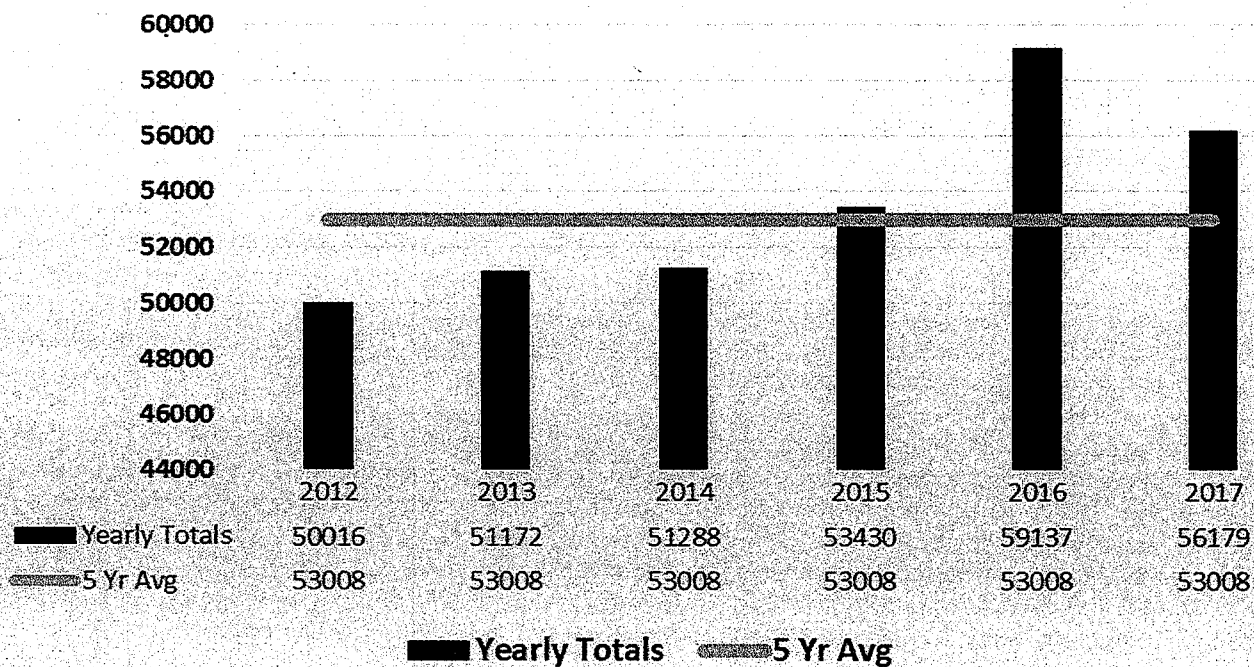
Tragically there were three motor vehicle related fatalities in 2017.

Fitchburg Police Department recorded 56,179 calls for service. Calls for service decreased from the prior year. This department historically averages approximately 53,000 calls for service per calendar year.



Calls for Service, Total Reported Crimes and Arrests

Number of Calls for Service (CAD) 2012-2017



Total 2017 Calls for Service: 56,179

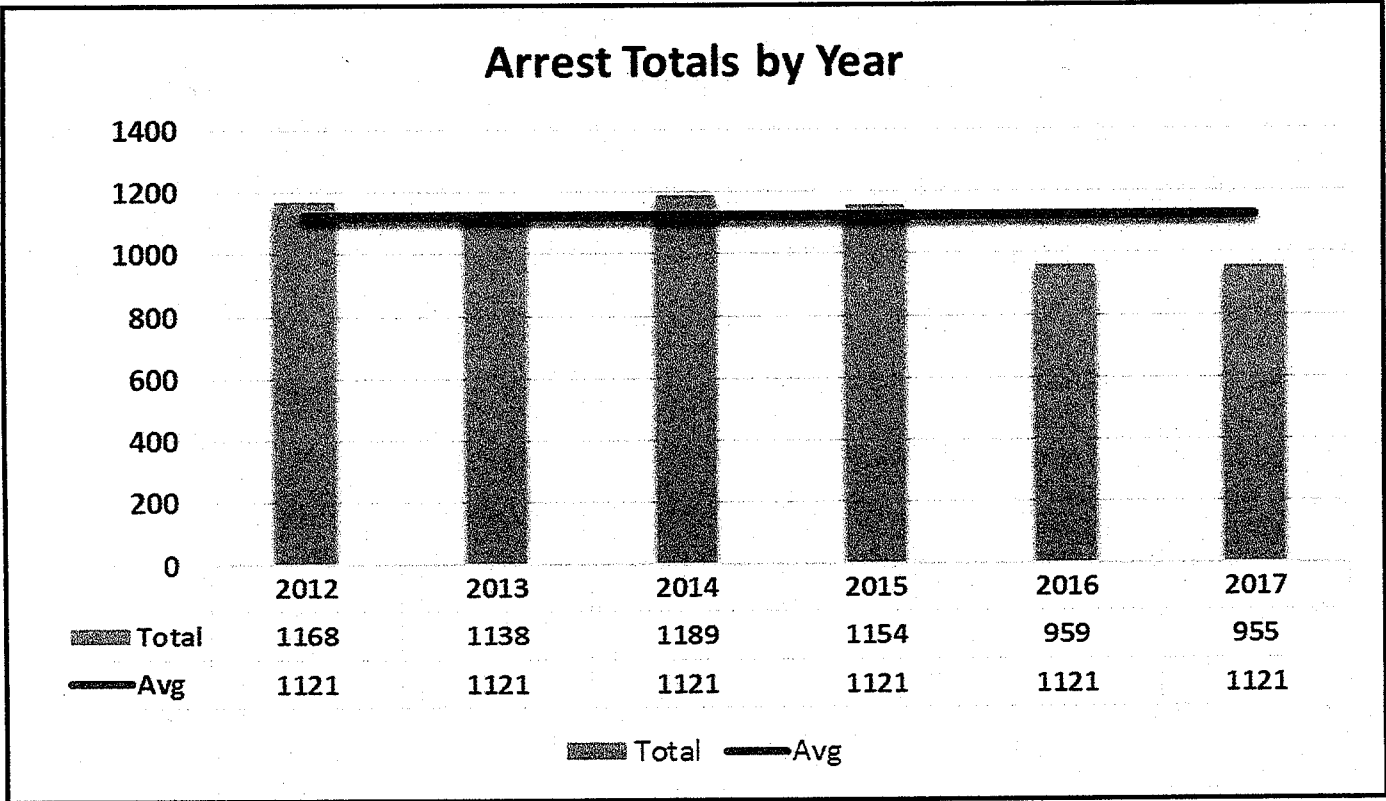
Highlights: Overall, calls for service decreased 5% from last year & up 6% from the overall 5 year average

Some of the top or notable calls reasons include: Fire/EMS related calls (5448 calls, 10% of call volume), traffic enforcement (5961 calls, 11% of call volume), general disturbances (3006 calls, 5% of call volume), proactive patrols/area checks (9667 calls, 17% of call volume), mental health related (include suicide attempts; 823 calls), possible overdoses (221 calls), drug activity (322 calls), suspicious activity related calls (3623 calls, 6% of call volume)



Calls for Service, Total Reported Crimes and Arrests

Total Arrests & Arrest Breakdown



Total 2017 Arrests: 955

Highlights: No significant change in the # of arrests from 2016 to 2017. Overall, domestic violence related arrested made up 22% of all total arrests. The top five primary arrest reasons include simple assault, aggravated assault, all other offenses (warrants), drug violations & traffic/town by law violations.

Less than 2% of all arrestees were under the age of 18. Most who were arrested were between the age categories of 25-34 (38%)ff44



Calls for Service, Total Reported Crimes and Arrests

Arrest Info

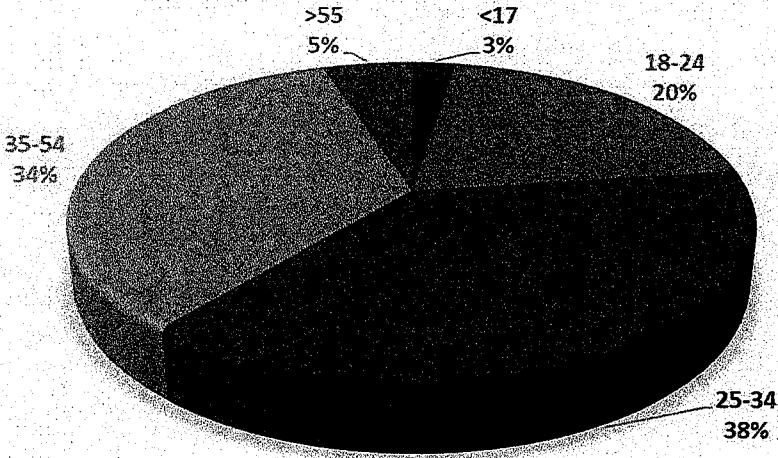
Continued:

According to the FBI, an offense is “cleared” by an arrest when the following criteria has been met: Arrested, Charged with the commission of the offense or turned over the court for prosecution (summons, etc)*. The information to the right only reflects warrant arrests (all other offenses) and actual arrests. Majority of “All Other Offenses” are warrant arrests or restraining order violations. “Traffic, Town by Law Offenses” can be described as anything from traffic violations (unlicensed operation of motor vehicle, etc) to city general ordinance violations (open container violation, etc)

Top 15 Arrest Categories according to 2017 data

Primary Arrest Reason	2016	2017	Difference +/- '16-'17	% Change
All Other Offenses	214	218	4	2%
Traffic, Town By-Law Offenses	222	197	-25	-11%
Simple Assault	129	143	14	11%
Drug / Narcotic Violations	87	106	19	22%
Aggravated Assault	84	88	4	5%
Driving Under the Influence	19	49	30	158%
Shoplifting	46	29	-17	-37%
Burglary / Breaking and Entering	18	21	3	17%
Disorderly Conduct	26	19	-7	-27%
Trespass of Real Property	22	18	-4	-18%
Drunkenness	10	11	1	10%
Robbery	15	11	-4	-27%
Destruction / Damage / Vandal-	16	10	-6	-38%
Liquor Law Violations	3	7	4	133%
Theft from a Motor Vehicle	4	5	1	25%

2017 ARREST TOTAL BY AGE GROUP



Arrests also include protective custodys.



Calls for Service, Total Reported Crimes and Arrests

UCR Crime Statistics — Part I Offenses

UCR Part I Offenses	2015	2016	2017	5 Yr. Average	Weighted Average	normal range	% change from 2016	%change from aver- age	% change from weighted average
Murder	1	1	0	1	1	0-2	-100%	-100%	-100%
Rape	26	27	45	30	29	27-33	67%	51%	55%
Robbery	66	62	47	55	59	43-67	-24%	-15%	-20%
Aggravated Assault	247	222	207	238	235	228-248	-7%	-13%	-12%
Burglary	315	190	169	278	265	232-323	-11%	-39%	-36%
Larceny	679	613	516	721	695	656-786	-16%	-28%	-26%
Motor Vehicle Theft	63	44	56	62	61	47-77	27%	-9%	-8%
Total Violent Crime	340	312	299	324	324	309-338	-4%	-8%	-8%
Total Property Crime	1057	847	741	1060	1021	948-1172	-13%	-30%	-27%
Total Part I Offenses	1397	1159	1040	1384	1345	1269-1500	-10%	-25%	-23%

UCR Part I Crime Offenses: Highlights

- ◆ Reported total violent crime decreased 4% from the prior year & decreased 8% from the average
- ◆ Reported total property crime decreased 13% from 2016 & decreased 30% from average
- ◆ Reported aggravated assault decreased 7% from the prior year & 13% from average. Reported bur-
glary offenses decreased 11% from 2016 & 39% from the average
- ◆ Reported larceny offenses decreased 16% from 2016 & 28% from average
- ◆ Reported motor vehicle theft offenses increased 27% from last year. 16% of all reported thefts were
categorized as “use without authority”
- ◆ Total Part I Crime down 10% from last year & 25% from the five year average

Note: The UCR Crime Index is a collection of selected offenses used by the FBI to measure changes in crime reported to police. These offenses include murder, rape, robbery, aggravated assault, burglary, larceny, arson, and auto theft. According to the FBI, Arson statistics are included in trend, clearance, and arrest tables throughout Crime in the United States, but they are not included in any estimated volume data. According to the UCR reporting systems, the “Hierarchy Rule” governs multiple offense reporting. If more than one crime was committed by the same person or group of persons and the time and space intervals separating the crimes were insignificant, then the crime highest in the hierarchy is the only offense reported. <http://www2.fbi.gov/ucr/faqs.htm>. The Fitchburg Police Department voluntarily submits NIBRS data to the Massachusetts Crime Report Unit, who then in turns submits UCR summary data to the FBI. UCR Crime Index data included in this report has been retrieved from the Massachusetts Crime Reporting Unit in March 2018.. All statistics are calculated using the best data available at the time. Please note, final numbers may be subject to change. Official FBI statistics typically published in the fall. This report will include both NIBRS & UCR data.

Note: NC = not calculable ,
In addition to the typical average, this department uses a weighted average in which the earliest year (2012) is weighted once and the most recent year in the average (2016) is weighted five times, with the years in between weighted twice, three times and four times. This common statistical convention helps produce a figure that best represents the “expected” value for the current year and to thus determine how unusual 2017’s deviation is from that average.

Note: A number is statistically significant if the z score falls below -1.96 or is above +1.96 (outside a normal distribution). Figures with statistical significance: Part I Offenses—the reported numbers rape, aggravated assault, burglary, larceny and total property crime



Calls for Service, Total Reported Crimes and Arrests

Total Reported Crimes : UCR Crime Index Charts

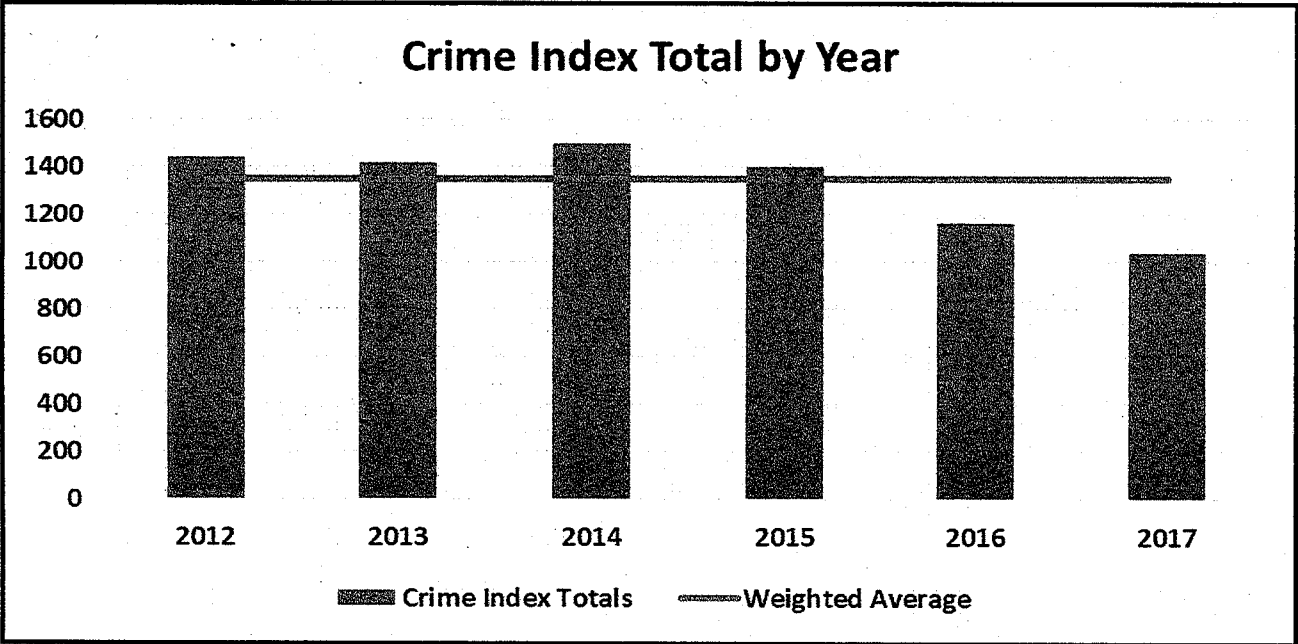


Chart breakdowns total UCR Part I crime by type & year. As displayed here, total UCR crime has been trending downward since 2014

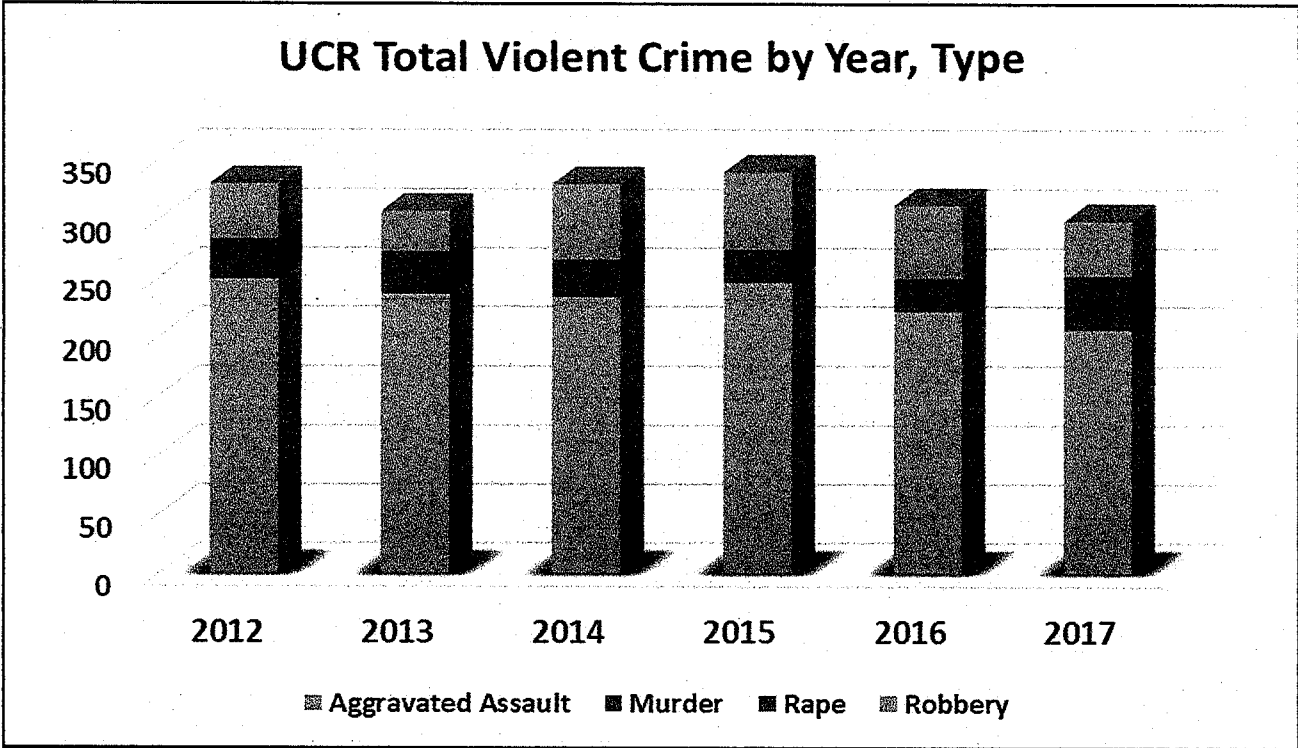


Chart shows total UCR violent crime broken down by violent crime type & by year. As showed here, slight decrease in violent crime from the previous year



Calls for Service, Total Reported Crimes and Arrests

Total Reported Crimes : UCR Crime Index Charts

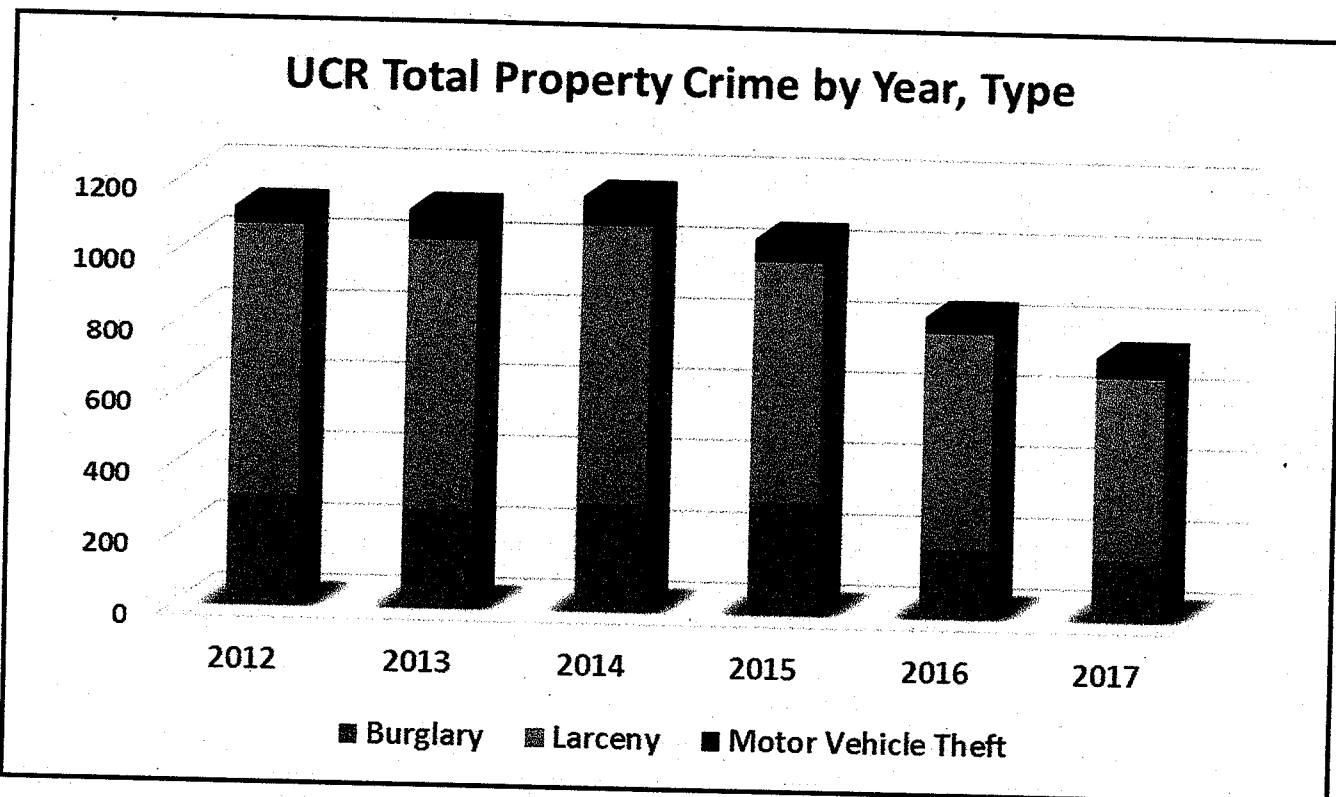


Chart breakdowns total property crime by type & year. As showed here, total property crime has been trending downward since 2014.



Calls for Service, Total Reported Crimes and Arrests

NIBRS Crime Data (National Incident Based Reporting Systems)

NIBRS—Crimes Against Person	2016	2017	Freq +/- '16-17	normal range	5 Yr. Avg	Weighted Avg	% change from 2016	%change from avg	% change from weighted avg
Aggravated Assault	182	182	0	192-216	204	201	0%	-11%	-9%
Domestic	79	83	4		73		5%	13%	
Non-Domestic	103	99	-4		129		-4%	-23%	
Forcible Fondling	31	32*	1	31-40	35	36	3%	-10%	-11%
Forcible Rape	27	28*	1	24-27	25	26	4%	11%	9%
Forcible Sodomy	3	10	7	2-5	4	3	233%	163%	206%
Statutory Rape	10	7	-3	9-15	12	11	-30%	-43%	-37%
Intimidation	37	33	-4	40-64	52	49	-11%	-37%	-33%
Kidnapping / Abduction	10	5	-5	5-9	7	7	-50%	-29%	-32%
Murder and Non-negligent	1	0	-1	0-2	1	1	-100%	-100%	-100%
Robbery	61	45	-16	43-67	55	59	-26%	-18%	-23%
Simple Assault	278	271*	-7	303-359	331	324	-3%	-18%	-16%
Simple Assault : Domestic	178	158	-20		188		-11%	-16%	NC
Simple Assault: Non-Domestic	170	113	-57		166		-34%	-32%	NC

Notes:

- ◆ 46% of all reported aggravated assaults related to domestic violence
- ◆ 58% of all reported simple assaults related to domestic violence.
- ◆ No change in # of reported aggravated assaults from 2016.
- ◆ Slight decrease (-3%) in the number of reported simple assaults from the previous year
- ◆ 26% reduction in reported robberies from the previous year.

*Statistical significance



Calls for Service, Total Reported Crimes and Arrests

Total Reported Crimes : NIBRS Data (National Incident Based Reporting Systems)

NIBRS - Crimes Against Property	2016	2017	Freq +/- '16-'17	normal range	5 Yr. Avg	Weighted Avg	% change 2016	%change avg	% change weighted avg
All Other Larceny	219	193	-26	172-232	202	210	-12%	-4%	-8%
Arson	3	6	3	3-12	8	8	100%	-23%	-20%
Bad Checks	11	12	1	7-20	14	12	9%	-13%	1%
Burglary / Breaking & Entering	199	183*	-16	245-341	293	278	-8%	-38%	-34%
Counterfeiting / Forgery	23	22	-1	20-33	26	24	-4%	-17%	-8%
Credit Card / ATM Fraud	10	28	18	6-22	14	12	180%	103%	140%
Destruction / Damage / Vandalism of Property	287	240*	-47	327-431	379	357	-16%	-37%	-33%
Embezzlement	5	2	-3	2-5	4	4	-60%	-44%	-51%
Extortion / Blackmail	0	0	0	0-1	0	0	NC	NC	NC
False Pretenses / Swindle / Confidence Game	60	42*	-18	58-70	64	65	-30%	-34%	-35%
Impersonation	36	30	-6	31-46	38	39	-17%	-21%	-24%
Motor Vehicle Theft	43	52	9	43-68	56	55	21%	-7%	-6%
Pocket-picking	1	3	2	2-5	4	3	200%	-17%	2%
Purse-snatching	5	3	-2	2-8	5	6	-40%	-38%	-46%
Shoplifting	129	74	-55	95-149	122	118	-43%	-39%	-37%
Stolen Property Offenses (Receiving, etc.)	16	26	10	15-26	21	20	63%	25%	29%
Theft from a Building	95	68*	-27	107-180	144	129	-28%	-53%	-47%
Theft from a Coin-Operated Machine or Device	0	0	0	0-0	0	0	NC	NC	NC
Theft from a Motor Vehicle	128	145	17	142-188	165	162	13%	-12%	-10%
Theft of Motor Vehicle Parts or Accessories	22	16*	-6	25-43	34	32	-27%	-53%	-50%
Welfare Fraud	0	0	0	0-0	0	0	NC	NC	NC
Wire Fraud	0	0	0	0-0	0	0	NC	NC	NC

Notes:

- ♦ Reported burglaries decreased 8% from 2016 & 38% from the average
- ♦ Reported vandalisms decreased 16% from 2016
- ♦ Reported thefts from motor vehicles increased 13%, but decreased from the average. Most vehicles were left unsecured or unlocked.
- ♦ Reported motor vehicle thefts increased 21% from 2016, but decreased from the average. Most reported thefts were use without authority.

*Statistical significance

**Calls for Service, Total Reported Crimes and Arrests****Total Reported Crimes : NIBRS Data (National Incident Based Reporting Systems)**

NIBRS - Crimes Against Society	2016	2017	Freq +/- '16-'17	normal range	5 Yr. Avg	Weighted Avg	% change 2016	%chg avg	% chg weighted avg
Drug / Narcotic Violations	86	117*	31	77-98	88	91	36%	33%	29%
Pornography / Obscene Mate-	6	8	2	3-7	5	6	33%	54%	36%
Prostitution	3	1	-2	4-12	8	8	-67%	-88%	-88%
Weapon Law Violations	21	14	-7	16-57	36	38	-33%	-62%	-63%
Disorderly Conduct	37	29*	-8	41-51	46	45	-22%	-38%	-36%
Driving Under the Influence	21	51	30	31-56	43	38	143%	18%	35%
Drunkenness	9	11	2	11-15	13	12	22%	-14%	-9%
Family Offenses, Nonviolent	0	1	1	0-3	1	1	NC	-29%	7%
Liquor Law Violations	6	9	3	8-28	18	13	50%	-49%	-33%
Trespass of Real Property	34	21	-13	20-31	25	28	-38%	-17%	-24%

Notes:

- ♦ Reported drug violations increased 36% from the previous year
- ♦ Reported weapons violations decreased 33% from the previous year
- ♦ OUI offenses more than doubled from 2016, and were up 18% from the average



Calls for Service, Total Reported Crimes and Arrests

Crime Breakdown: Robbery Offenses

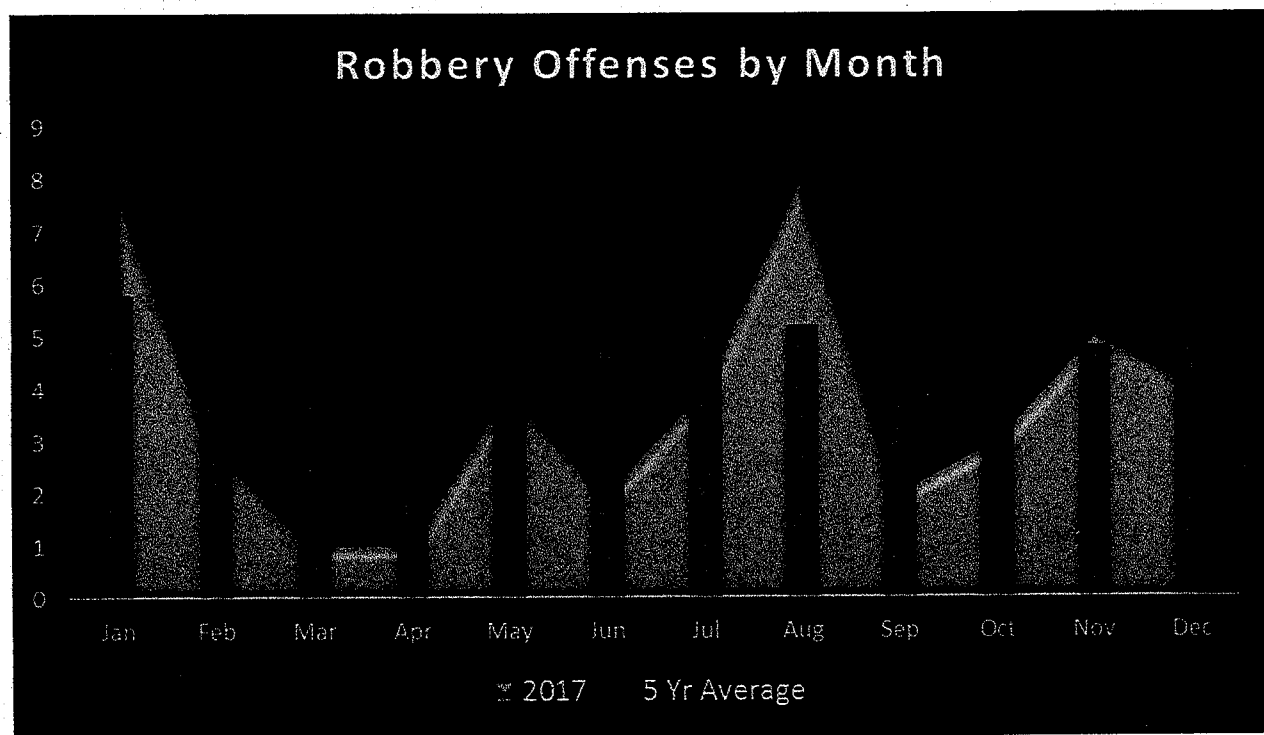


Chart breaks down the number of robberies per month in 2017 compared to the number of robberies that FPD averaged per month over a five year period.

Robberies by Location Type

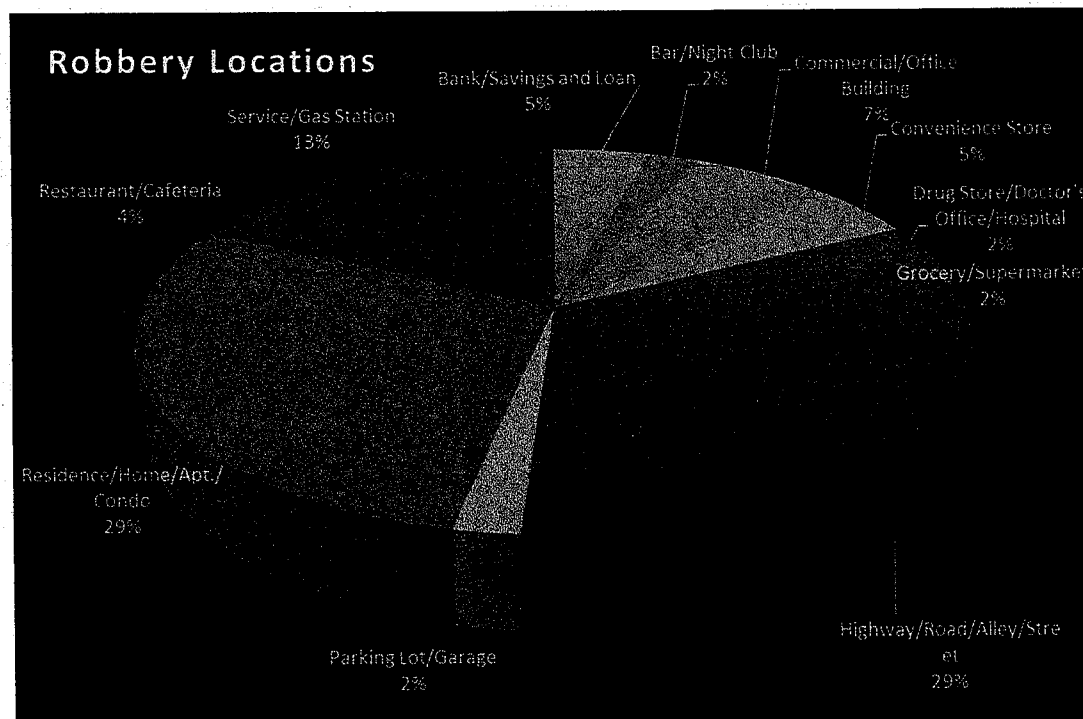
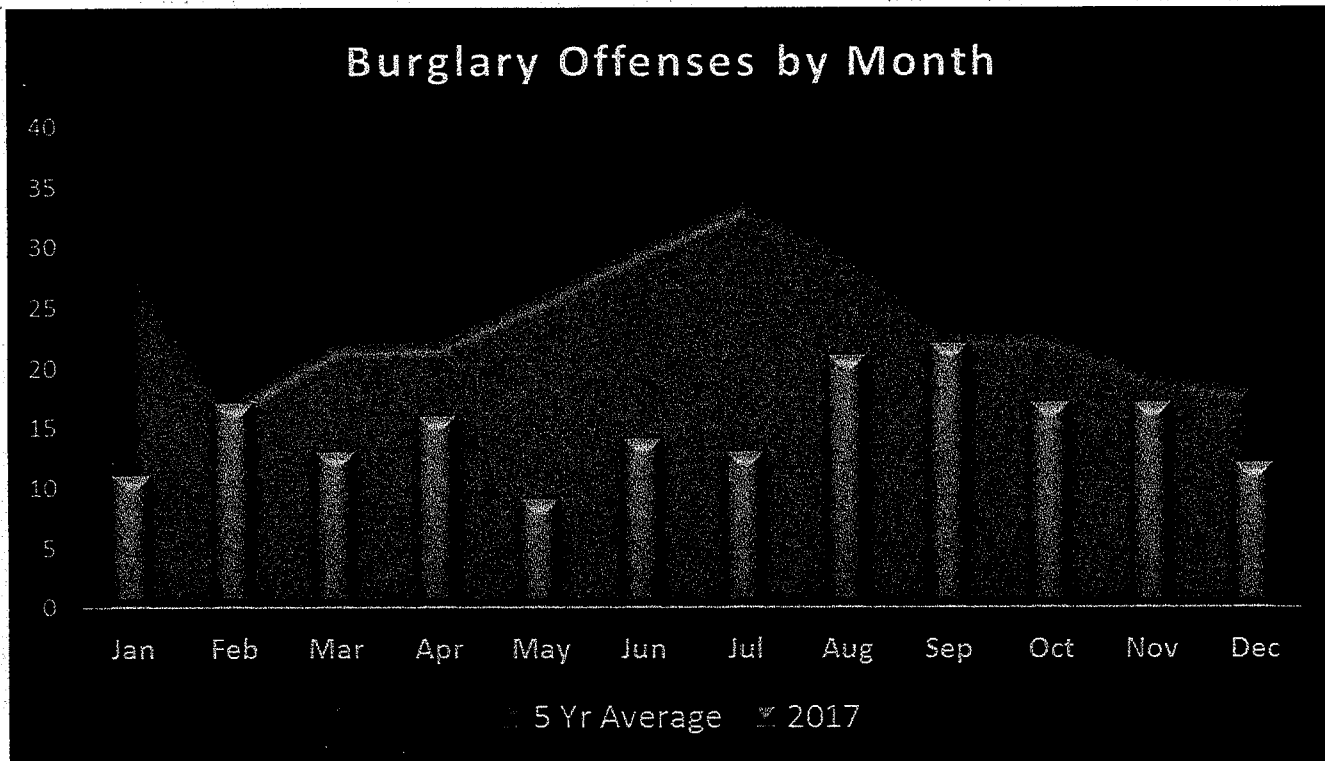


Chart breaks down reported locations of robberies in 2017 by location type



Calls for Service, Total Reported Crimes and Arrests

Crime Breakdown: Burglary Offenses



Significant decreased in reported burglaries in 2017. Chart breaks down the number of burglaries per month in 2017 compared to the number of burglaries that FPD averaged per month over a five year period.

Nationally, burglary clearance rates are typically low (13%). Many cases are still being investigated and it can takes months for results from DNA evidence to come back to the department. Historically burglaries peak over the summer months (Jun-Aug), and are at their lowest in February. In 2017, 60% of all burglaries targeted residences, in comparison to 68% of all burglaries in 2016. Approximately 15% of all burglaries targeted commercial entities.

Analyst notes: Remember, burglary, like other crimes of opportunity, base their targets on a number of characteristics like risk, reward, and opportunity. **Burglary prevention tips:** Leave lights on when you go out. If you are going to be away for a length of time, connect some lamps with automatic timers to turn on in the evening and off during the day. Lock all outside doors and windows before you leave the house or go to bed. Even if it is for a short period of time, lock your doors and windows. Do not allow daily deliveries of mail, newspapers, or flyers build up while you are away. Arrange with the United States Postal Service to hold your mail or arrange for someone you trust to pick them up regularly. Sliding glass doors are vulnerable. Special locks are available for better security. Check with your local home improvement store for assistance. Lawn mowers, snow blowers, and bicycles are best stored out of sight. Always lock your garden sheds and garages.



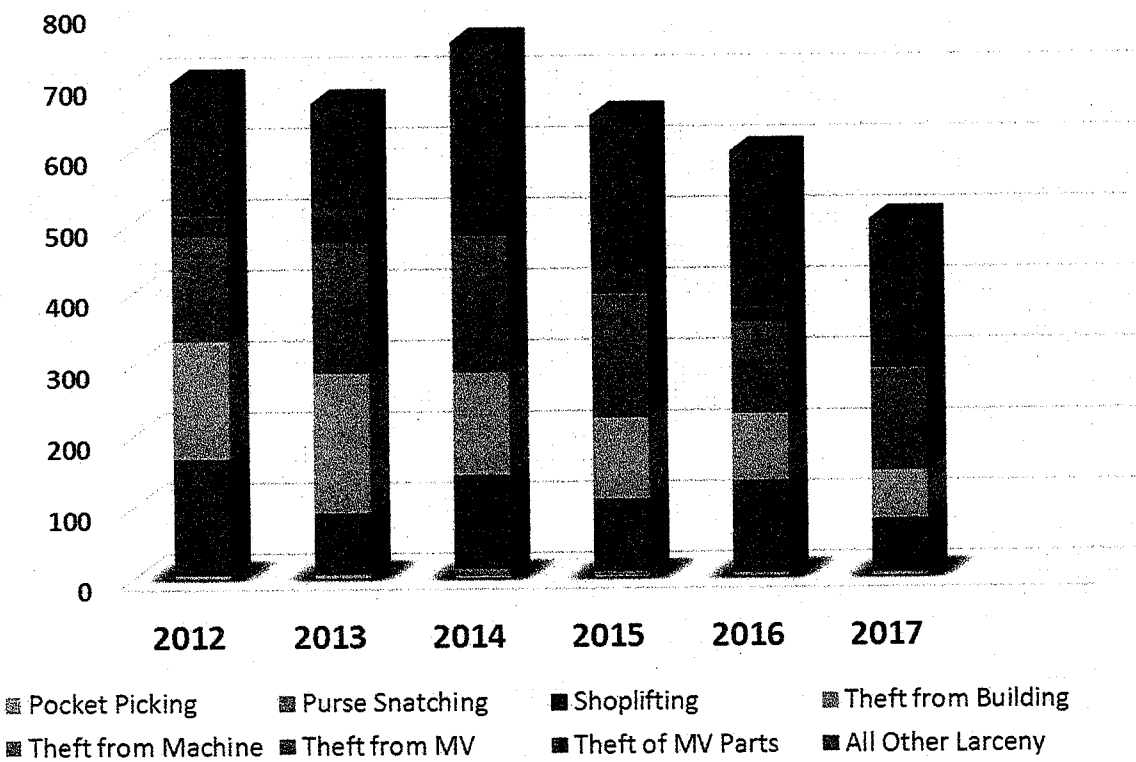
Calls for Service, Total Reported Crimes and Arrests

Larceny Breakdown : NIBRS Data

NIBRS - Crimes Against Property	2016	2017	Freq +/-	normal range	5 Yr. Average	% change from 2016	%change from average
All Other Larceny	219	193	-26	172-232	202	-12%	-4%
Pocket-picking	1	3	2	2-5	4	200%	-17%
Purse-snatching	5	3	-2	2-8	5	-40%	-38%
Shoplifting	129	74	-55	95-149	122	-43%	-39%
Theft from a Building	95	68	-27	107-180	144	-28%	-53%
Theft from a Coin-Operated Machine or Device	0	0	0	0-0	0	NC	NC
Theft from a Motor Vehicle	128	145	17	142-188	165	13%	-12%
Theft of Motor Vehicle Parts or Accessories	22	16	-6	25-43	34	-27%	-53%

Total Larceny for 2017: 502 16% total decrease from 2016.
Thefts from motor vehicles increased in 2017; most vehicles were left unlocked or unsecured.
Chart—breakdown of larceny offenses over the years by type.

Larceny Breakdown 2012-2017

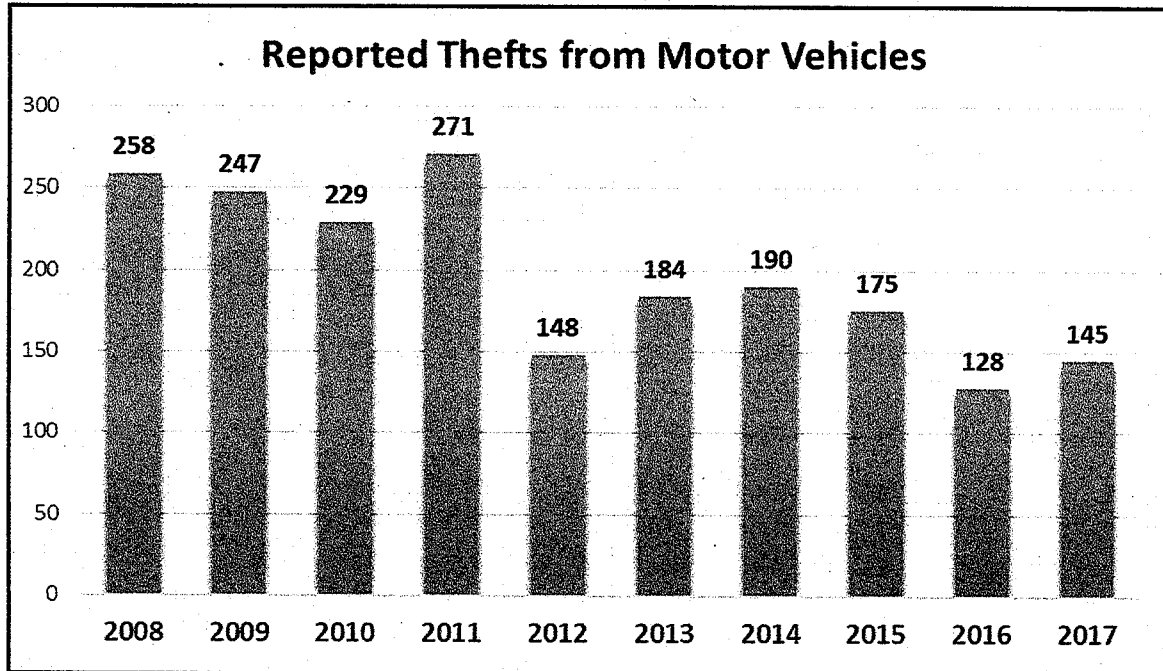


Larceny data is NIBRS offenses, not UCR.

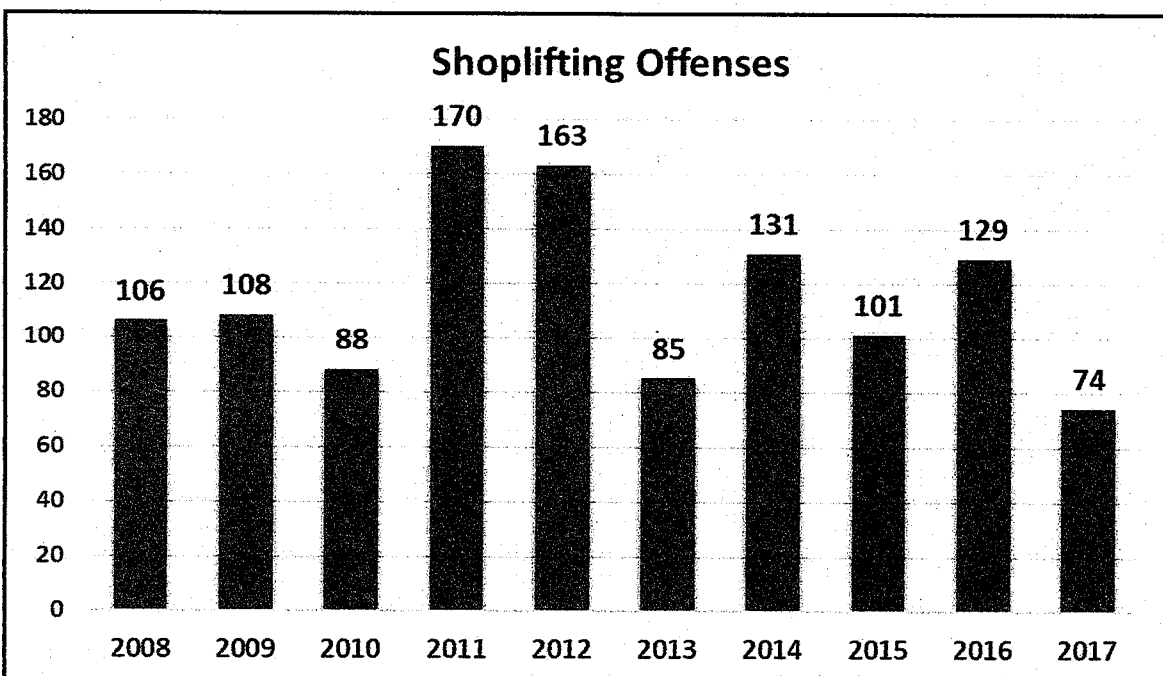


Calls for Service, Total Reported Crimes and Arrests

Larceny Breakdown, continued.



Note: # of reported thefts from motor vehicles (car breaks) increased in 2017. Most vehicles were left unlocked or unsecured. Up 13% from 2016.



of reported shopliftings decreased from 2016. Top three shoplifting locations: Market Basket on Water St, Family Dollar on Water St and CVS Pharmacy on Main St.

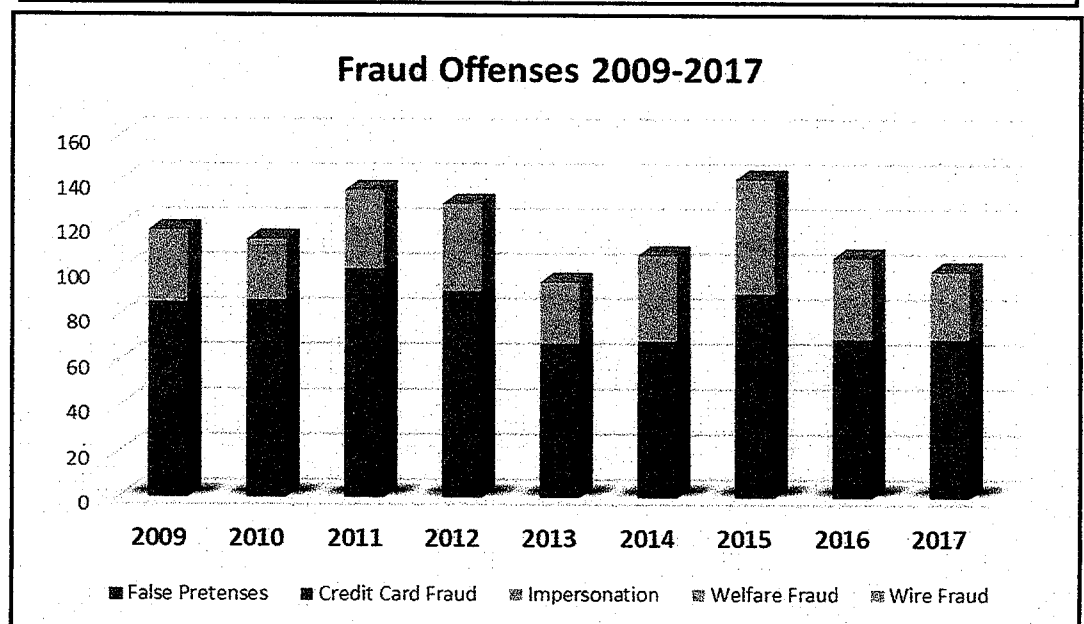
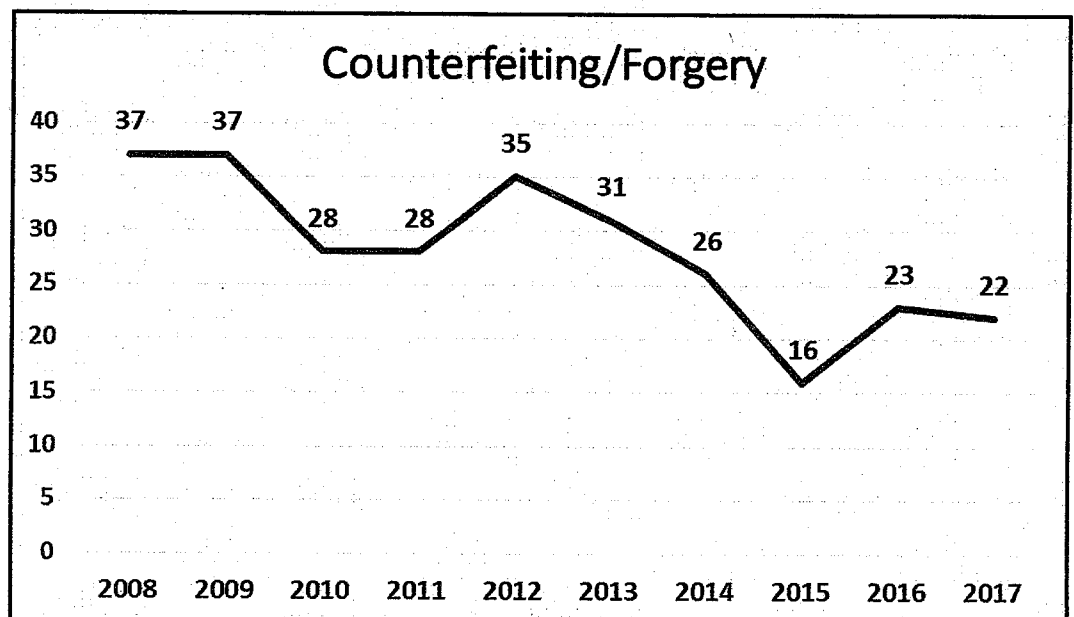


Calls for Service, Total Reported Crimes and Arrests

Check Scams, Lottery Scams and Other Financial Scams

Fraud offenses are considered Part II Offenses and Crimes against property. # of fraud offenses decreased 5% from last year.

The FBI defines fraud offenses as, "The intentional perversion of the truth for the purpose of inducing another person or other entity in reliance upon it to part with something of value or to surrender a legal right." These fraud offenses include: false pretenses/swindle/confidence game, credit card or ATM fraud, welfare fraud, wire fraud and impersonation.



Residents have reported a number of scams to the Fitchburg Police Department over the years. The most common scams are "Lottery Scams", "Grandparent scams", Identity theft, Telemarketing schemes, IRS scams, and "419" Letter Scams. Information on common & recent scams please check the FBI's website. <http://www.fbi.gov/scams-safety/fraud/>.



Family Services Unit

Domestic Violence

Reported Domestic Violence Related Incidents by Year, Incident Type				
Primary Reporting Offense	2015	2016	2017	Diff '16-'17 +/-
Aggravated Assault	72	79	83	4
All Other Larceny	1	0	3	3
All Other Offenses	41	38	36	-2
Arson	0	0	1	1
Burglary / Breaking and Entering	0	0	2	2
Destruction / Vandalism of Property	6	6	5	-1
Disorderly Conduct	0	0	1	1
Forcible Fondling	2	1	6	5
Forcible Rape	1	0	5	5
Intimidation	2	2	2	0
Kidnapping / Abduction	1	6	2	-4
Pornography / Obscene Material	1	0	0	0
Robbery	1	2	1	-1
Simple Assault	182	170	158	-12
Statutory Rape	0	2	0	-2
Traffic, Town By-Law Offenses	0	3	4	1
Grand Total	310	309	309	0

22% of all total FPD arrests were related to domestic violence

What is domestic violence*?

Domestic violence is a pattern of abusive behavior in any relationship that is used by one partner to gain or maintain power and control over another intimate partner. Domestic violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that influence another person. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone.

The Family Services Unit at the Fitchburg Police Department employs an advocate who provides services for the victims of domestic violence within the City of Fitchburg. Services provided by the unit are crisis intervention, risk assessment, referrals to community services, educational services relating to 209A rights and options, and record keeping. The Domestic Violence Advocate works closely with YWCA and Safeplan to provide a complete support system for the victim. Court Advocacy is also offered to the victims to help aide in holding the offender accountable by full prosecution. The Fitchburg Police Department is committed to achieving a community free of domestic violence.



Family Services Unit #978-343-4551 x1265 Civilian Advocate Stephanie Dondero 20

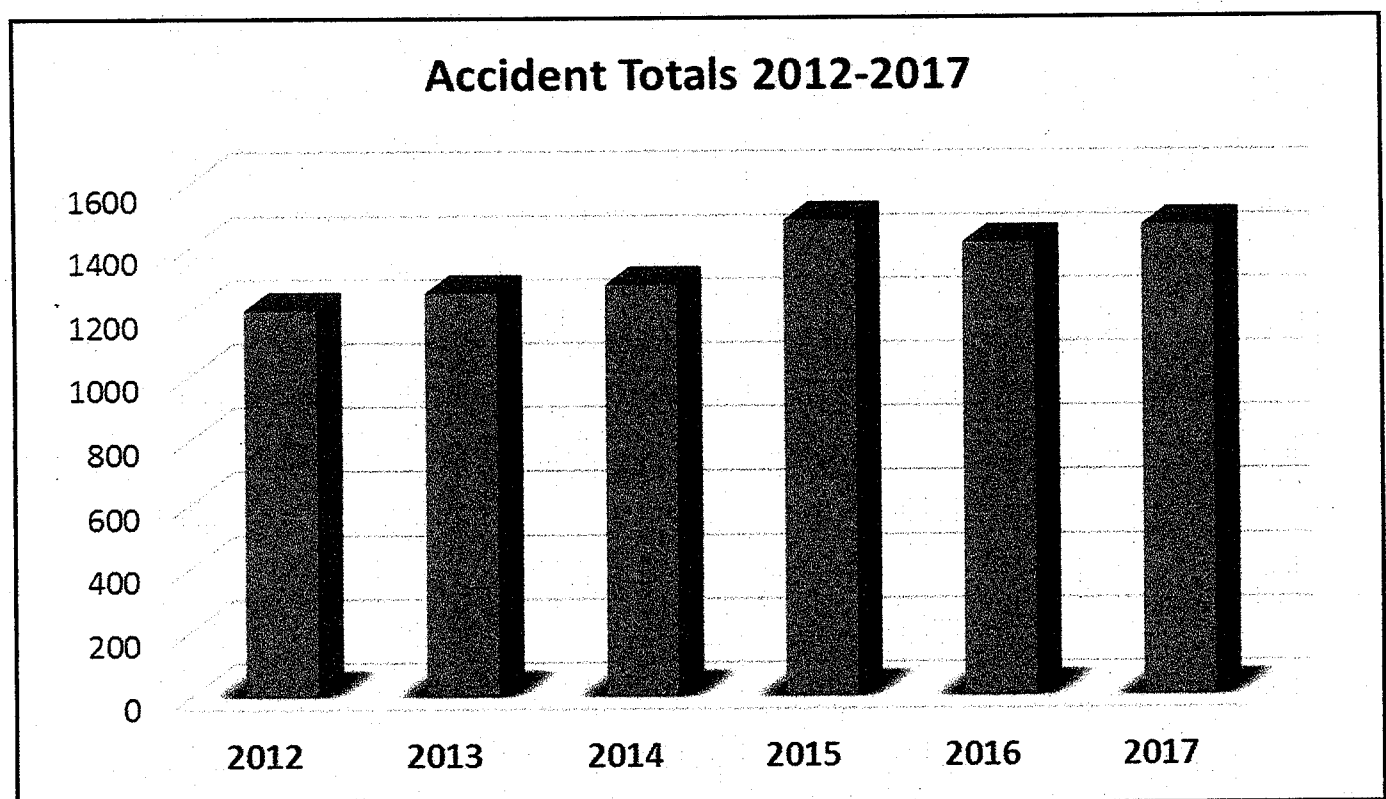
*Note: NC= percentages are not calculated for numbers so small so as to prevent a statistically misleading percentage. For 2015, Figures reflect a single incident/case; more than one person may have been arrested or cross complaint may have been filed which would not be reflected in this figures. Annual Report reporting change for 2015 and going forward.

*<http://www.ovw.usdoj.gov/domviolence.htm>



Traffic Unit: Accident Analysis

Accident Breakdown	2015	2016	2017	5 Yr Average	Diff +/- '16-'17	% Chg Avg	% Chg '16-'17
Hit & Run	150	158	179	139	21	29%	13%
Non Motorists	32	34	40	28	6	43%	18%
Personal Injury	262	274	266	248	-8	7%	-3%
Fatal	3	1	3	3	2	-6%	200%
Other	1037	947	978	912	31	7%	3%
Totals	1484	1414	1466	1330	52	10%	4%



Notes: Slight increase in the number of reported crashes from the previous year (+4%). Overall increase of 52 crashes from 2016. Number of crashes involving pedestrians (non-motorists) increased 18% from last year. Number of crashes involving personal injury decreased 3% from last year. Three fatal motor vehicles crashes in 2017.



Traffic Unit: Accident Analysis

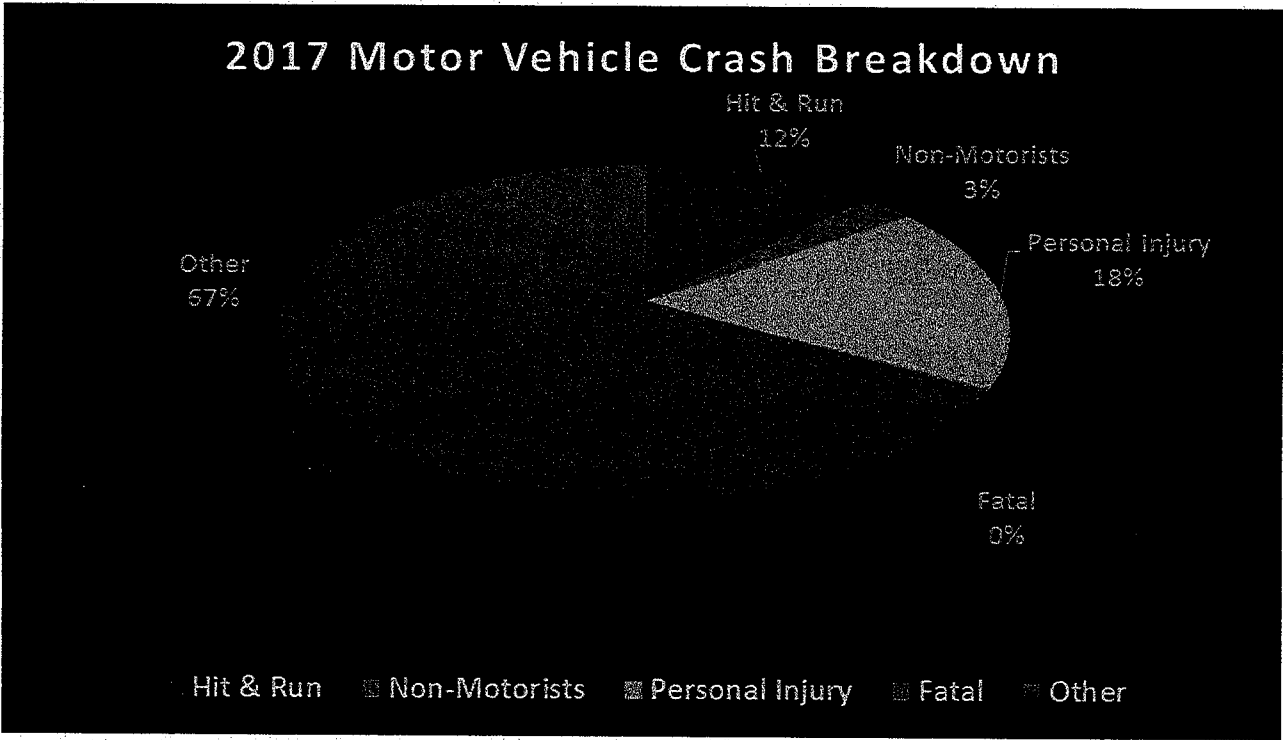
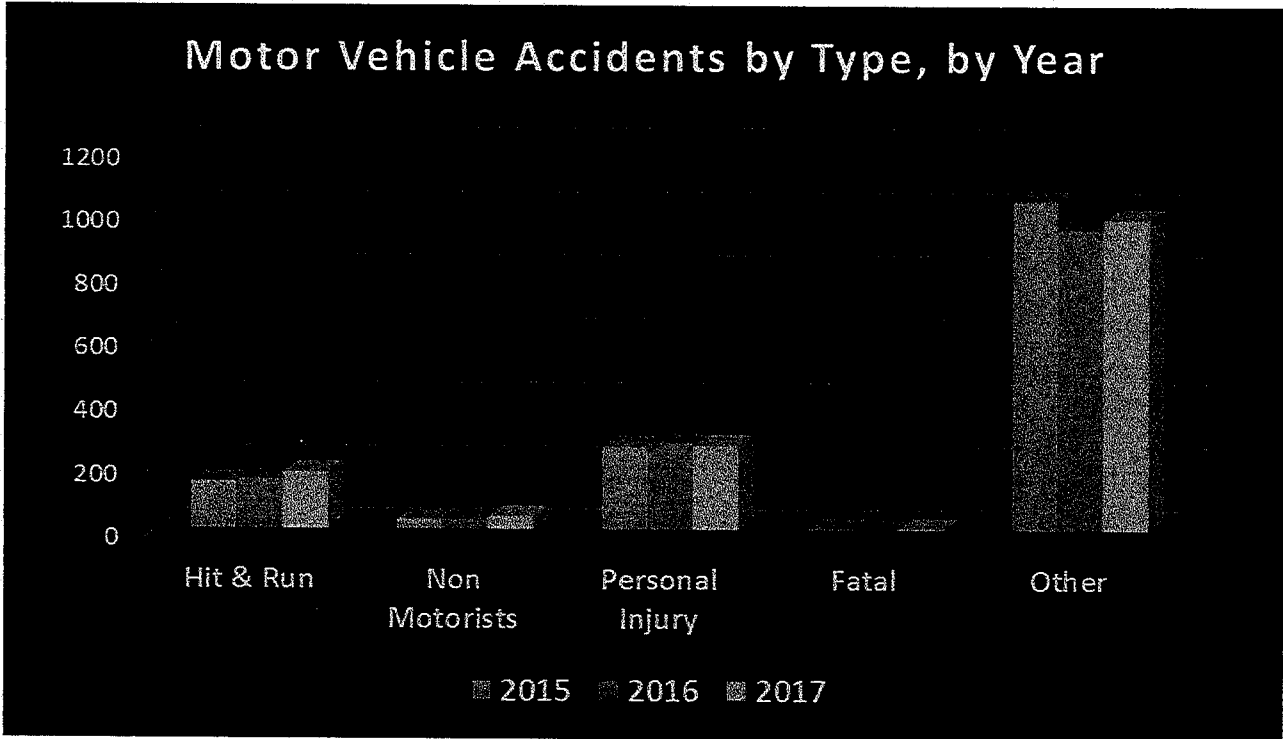


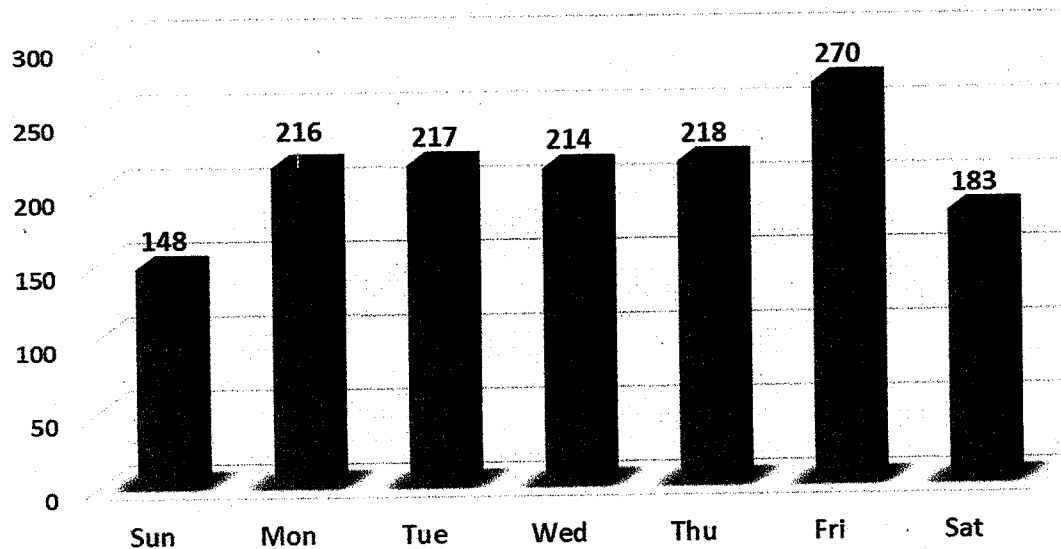
Chart shows a breakdown of 2017 reported motor vehicle crashes. 12% of crashes were hit & runs, 3% involved non-motorists, 18% involved personal injury and 67% were other





Traffic Unit: Accident Analysis

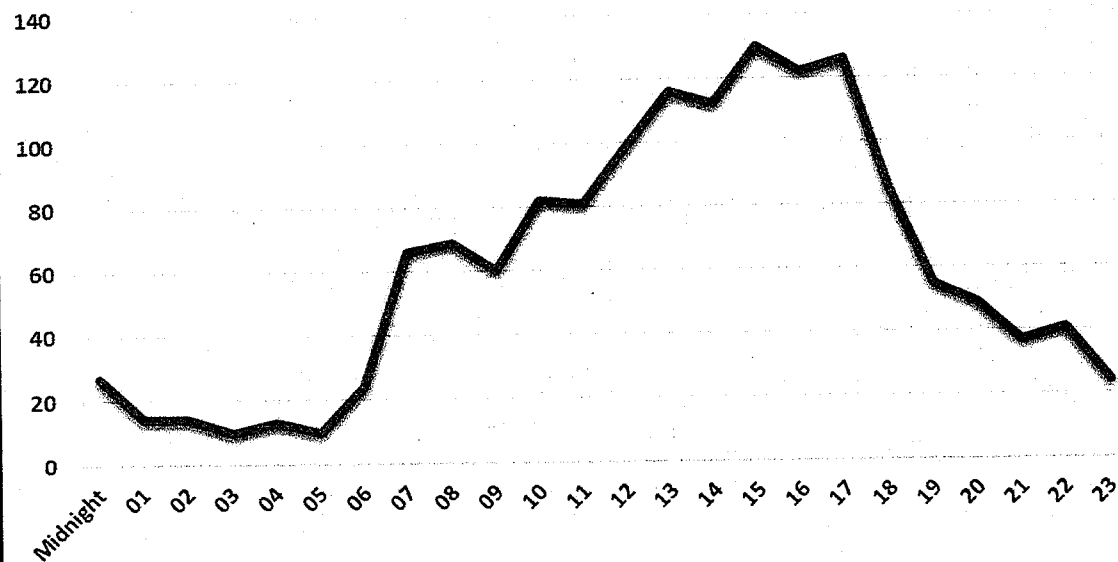
Motor Vehicle Crashes by Day of Week



Fridays (270) were the top crash days in 2017.

In prior years, Monday & Fridays were the top crash days. Proactive enforcement has significantly reduced the # of crashes on Mondays

Motor Vehicle Crashes by Time of Day

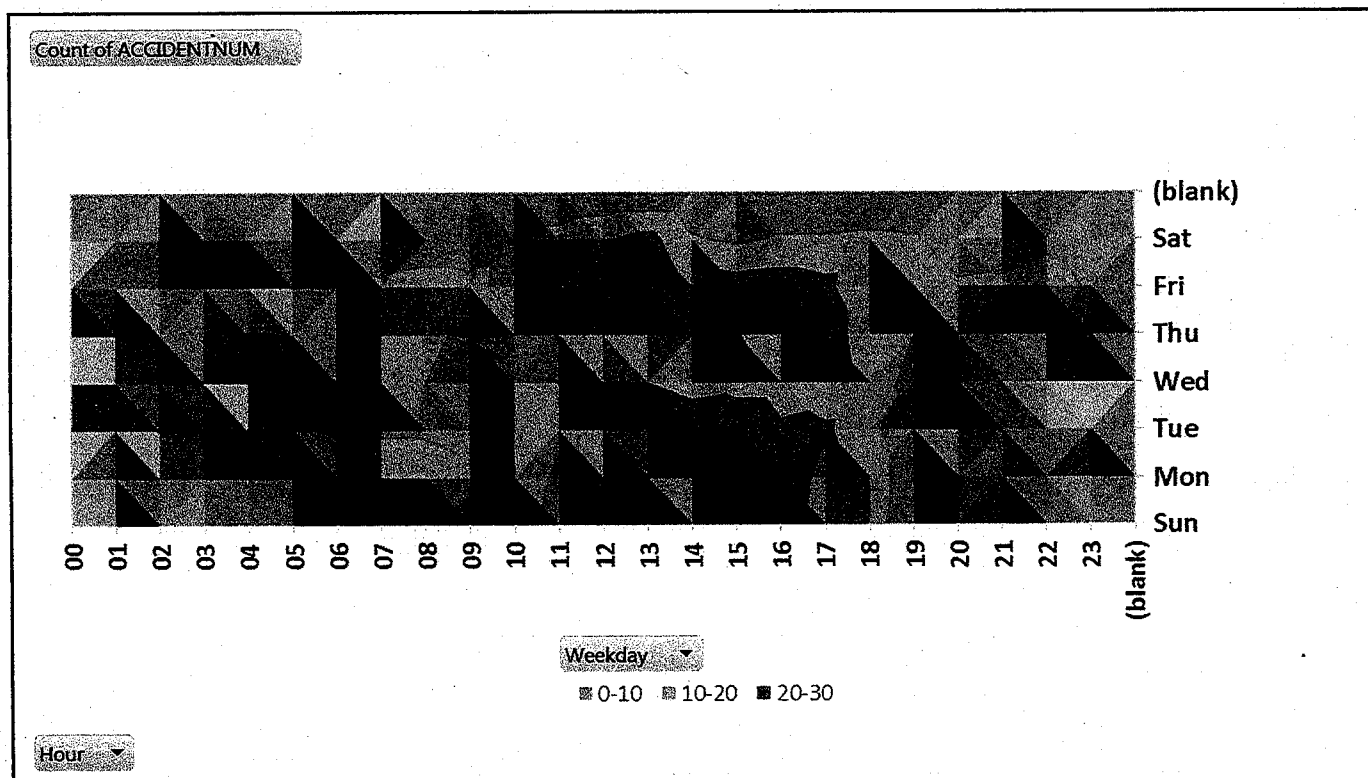


26% of all crashes occurred during the afternoon commute hours of 1500-1800hours (3pm-6pm). 11% of all crashes occurred in the morning commute hours of 6am to 9am hours.



Traffic Unit: Accident Analysis

Temporal Analysis—2017 Traffic Crashes Time & Day



Top Time & Day for Motor Vehicle Crashes in the city for 2017 Further breakdown

Mondays from 1300-1700 hours (1pm to 5pm)
Fridays from 1400-1800 hours (2pm to 6pm)
Thursday from 1500 –1800 hours (3pm to 6pm)

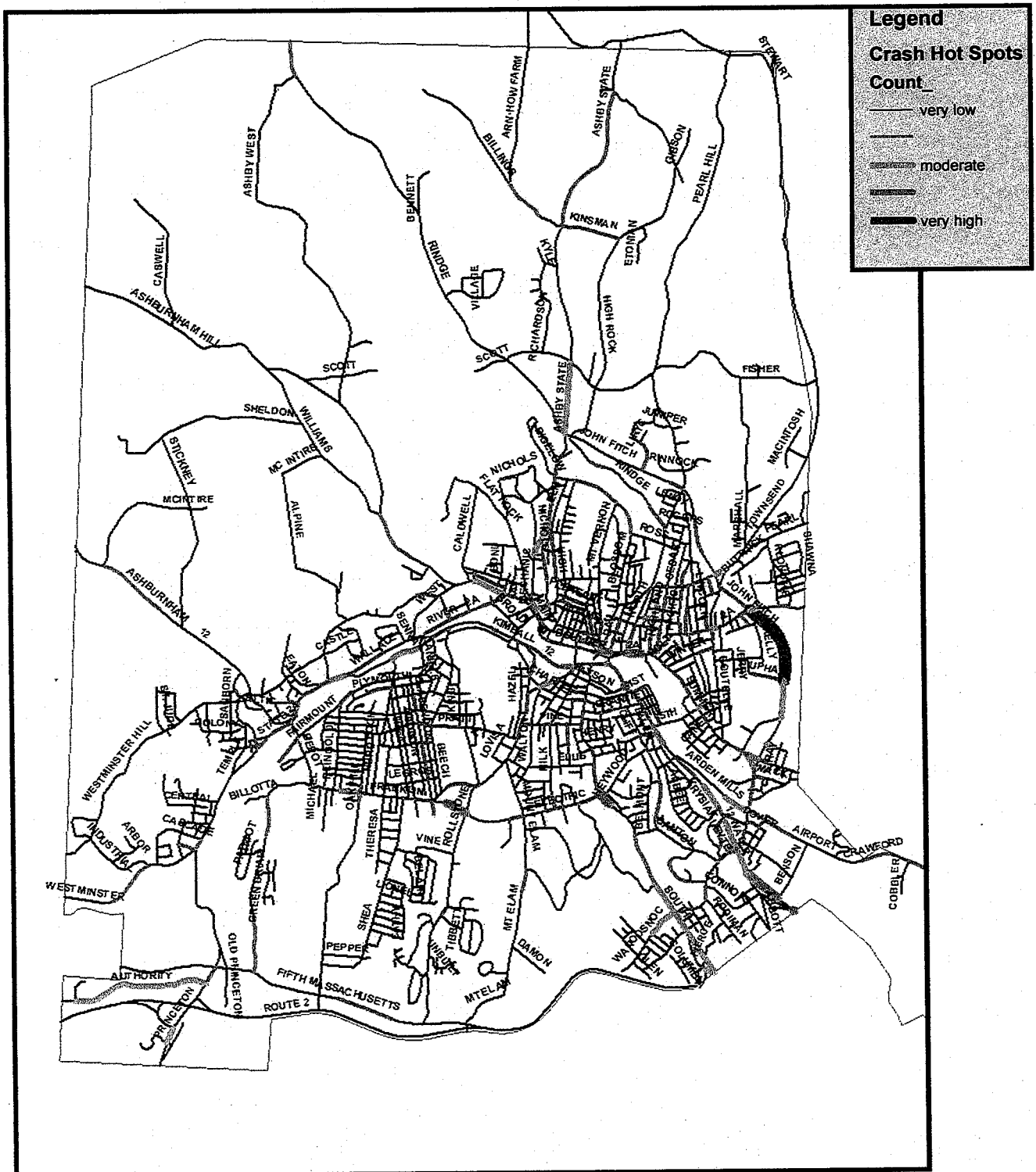
How to read this chart: Blue—times/days with lowest reported crashes & Red— times / days with highest reported crashes.

Chart is highlighted two variables—time & day.



Traffic Unit: Accident Analysis

MOTOR VEHICLE CRASHES "HOT SPOT ANALYSIS"

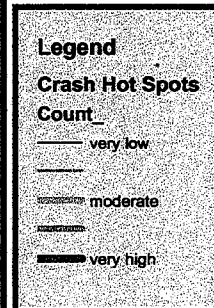


Crash Hot Spots by Street Segment for 2017. How to read map: Highest concentration of activity in red, lowest black



Traffic Unit: Accident Analysis

MOTOR VEHICLE CRASHES 2017 "HOT SPOT ANALYSIS"



Close up of Whalon, Wanoosnoc Rd, Water & South St area. Data based on 2017 reported crashes in the City of Fitchburg. Spatial analysis run to determine "hot spots" for crashes in the city. High concentration of crashes in the area of Water, Wanoosnoc & Bemis Rd as well as a moderate amount of crashes in the area of South, Wanoosnoc & Whalon St



Traffic Unit: Accident Analysis

Top Street Segments for Crashes in 2017

STREET NAME	2012	2013	2014	2015	2016	2017	Diff +/- '16-'17
WATER	119	121	121	147	153	169	16
JOHN FITCH	102	105	93	108	108	121	13
MAIN	103	105	109	130	116	115	-1
SOUTH	51	49	95	68	77	76	-1
LUNENBURG	47	50	36	50	54	57	3
BEMIS	46	42	44	37	57	53	-4
RIVER	41	34	48	43	35	45	10
ELECTRIC	27	25	28	39	31	38	7
SUMMER	30	38	25	38	29	35	6
WHALON	27	29	39	31	38	30	-8
FRANKLIN	16	20	23	28	34	25	-9
ROLLSTONE	18	27	21	29	22	24	2
MECHANIC	19	20	17	24	25	22	-3
WESTMINSTER	32	35	26	27	31	20	-11

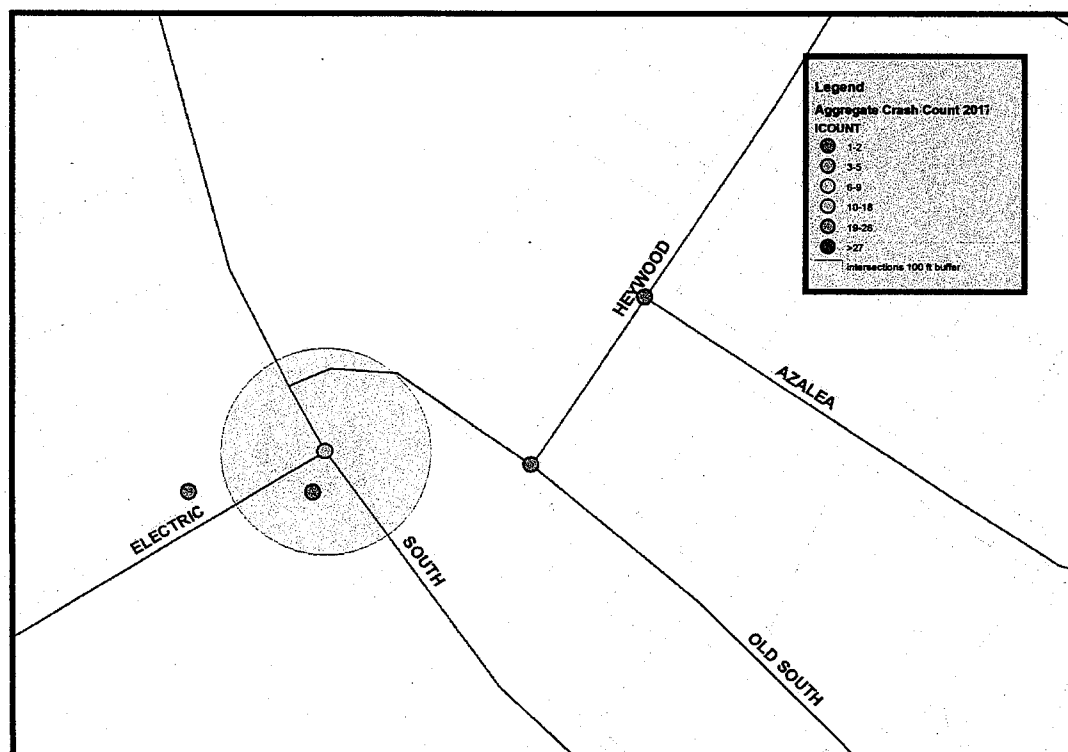
Biggest changes highlighted as the following: Red =increases, Blue=decreases



Traffic Unit: Accident Analysis

Top Intersections for Motor Vehicle Crashes	2014	2015	2016	2017	Diff +/-
Area of John Fitch & Lunenburg	38	11	19	30	11
Area of Central Plaza (90 Water St)	22	25	19	29	10
Area of Main & North	11	15	26	27	1
Area of Water, Wanoosnoc & Bemis*	15	15	27	25	-2
Area of Electric & South	12	9	14	17	3
Area of Main, Day & Water	11	19	9	16	7
Area of Lunenburg & Boutelle & Townsend	8	8	9	13	4
Area of John Fitch & Pearl	7	6	4	13	9
Area of South & Wanoosnoc	11	10	5	12	7
Area of Park Hill Plaza in between intersections		18	10	10	0
Area of Airport & Bemis	9	12	7	9	2
Area of River & Wallace	3	10	7	9	2
Area of River, Ashburnham & Westminster	12	5	12	9	-3
Area of John Fitch & Summer	9	12	10	8	-2
Area of Main, Lunenburg & Summer	3	7	6	8	2
Area of Princeton & Westminster	8	8	11	6	-5
Area of John Fitch, Bemis, & Mack	9	8	14	6	-8
Area of Main, Mechanic & Prospect	8	10	12	5	-7
Area of Ashby State, Mechanic & John Fitch	9	4	6	5	-1
Area of Main & Prichard	7	8	6	3	-3

Total number of crashes within 100 ft intersections



Map shows # of crashes at the intersection of South & Electric for 2017. FPD uses spatial analysis to analyze high crash locations as well as looking at time & day in which crashes are occurring to determine strategies for reducing crashes in the city.

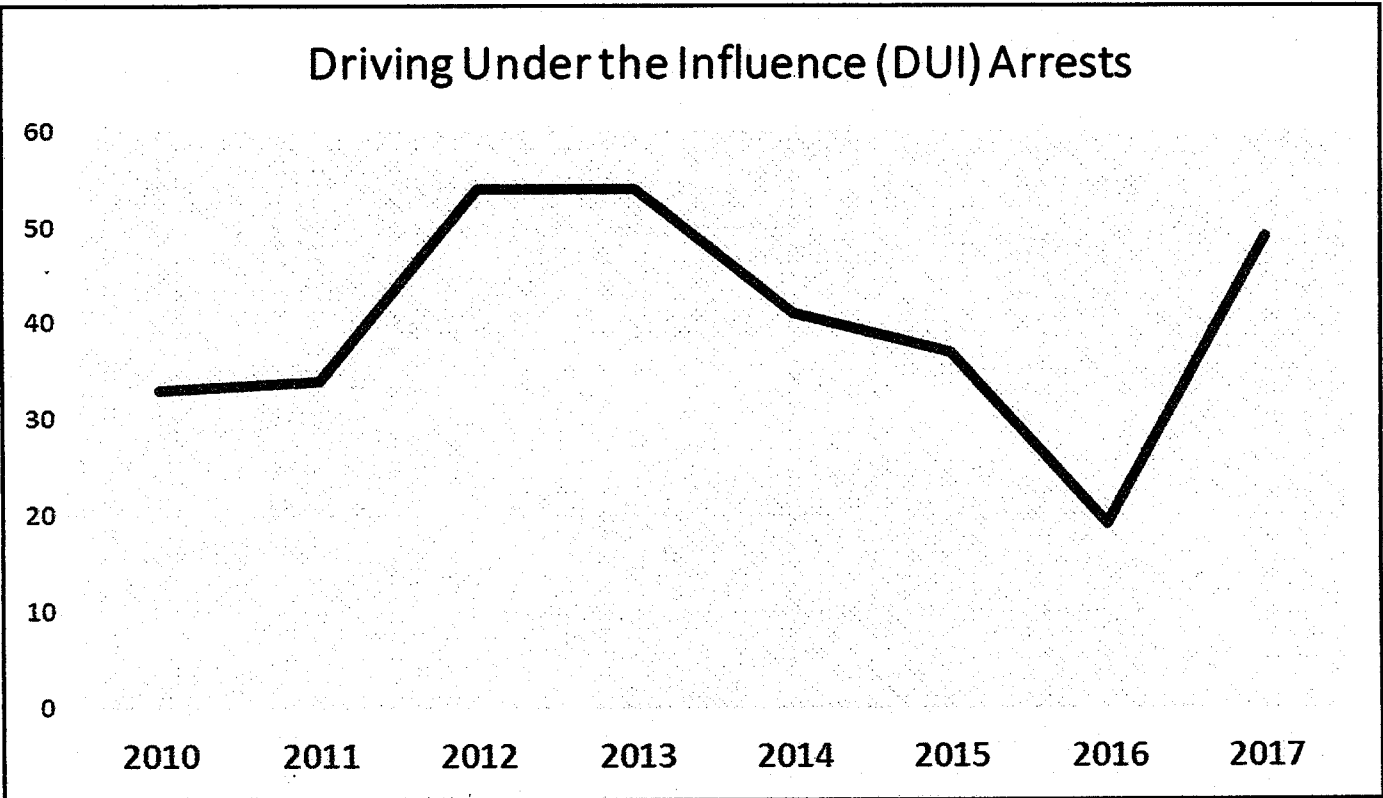
There were 17 crashes within 100 ft of the intersection of Electric & South St in 2017. Crashes increased by 3.



Traffic Unit: Accident Analysis

Driving Under the Influence

<u>Primary Arresting</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Diff '16- '17 +/-</u>	<u>% Chg '16-'17</u>
Driving Under the Influence	54	54	41	37	19	49	30	158%



Driving after drinking is deadly. Yet it still continues to happen across the United States. If you drive while impaired, you could get arrested, or worse—be involved in a traffic crash that causes serious injury or death.

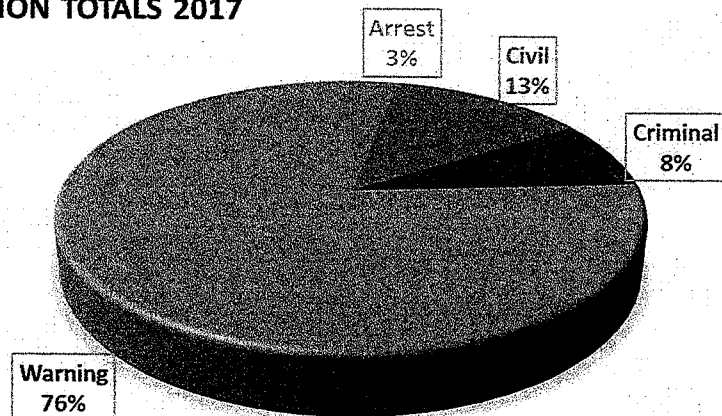
Approximately one-third of all traffic crash fatalities in the United States involve drunk drivers (with blood alcohol concentrations [BACs] of .08 or higher). In 2016, there were 10,497 people killed in these preventable crashes. In fact, on average over the 10-year period from 2006-2016, more than 10,000 people died every year in drunk-driving crashes.

In every state, it's illegal to drive with a BAC of .08 or higher, yet one person was killed in a drunk-driving crash every 50 minutes in the United States in 2016.*

*<https://www.nhtsa.gov/risky-driving/drunk-driving>

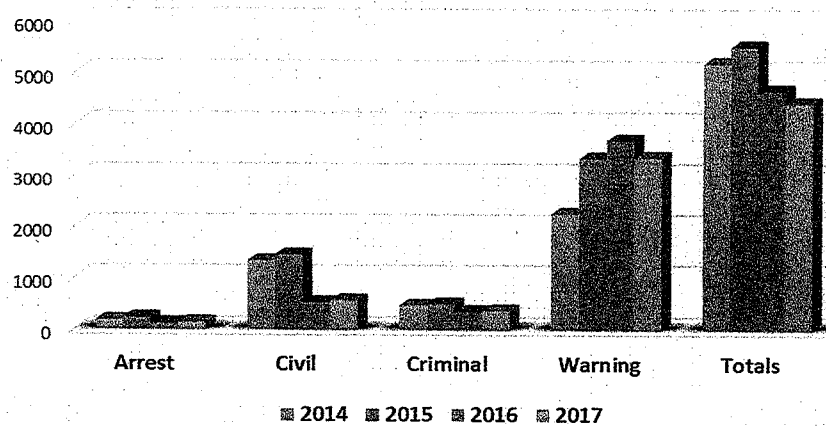
**Traffic Unit: Citation Analysis****Citation Information**

<u>Citation Breakdown</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Diff +/- '16-17</u>	<u>% Chg '16-17</u>
Arrest	173	221	108	132	24	22%
Civil	1321	1447	527	567	40	8%
Criminal	468	494	343	361	18	5%
Warning	2252	3339	3683	3354	-329	-9%
Void/Verbal/Error	2	0	0	0	0	NC
Totals	5179	5501	4661	4414	-247	-5%

CITATION TOTALS 2017

Breakdown of Citation Type for 2017—3% of all citations were arrest related, 13% civil, 8% criminal complaints, and 76% were warnings

Arrest citations increased (OUI arrests increased in 2017 also)

Citation Breakdown by Type, Year



Traffic Unit: Parking Violation Breakdown

2017 Violation Breakdown	Fine Total	Occurrences
Handicapped Parking	\$8100	27
Blocking Wheelchair Ramp	0	0
Tow Zone No parking area	\$450	15
Within Ten Feet of Fire Hydrant	\$1650	55
Double Parking	\$30	1
Within Intersection	\$510	17
Less than 10ft	\$480	16
Within a Fire Lane	\$330	11
5 Feet of Driveway or Alley	\$3180	106
Within 25 ft of intersection	\$4830	161
Wrong Direction	\$6210	207
Wheels 1ft from curb	\$2940	98
On a Sidewalk	\$4080	136
On a Crosswalk	\$240	8
No Parking Area	\$5850	195
Within a Bus Stop	\$90	3
Parking Non Motor Vehicle	0	0
Within Taxi/Loading Zone	\$30	2
Park & Pay Violation		
Meter Violation	\$45	3
Parking Ban/Snow Emergency	\$26490	883
Totals	\$65535.00	1944

**Drug Suppression Unit (DSU)**

Drug Suppression Unit:	Totals
Calendar Year 2017	
Search Warrants Executed	51
Arrests due to Search Warrants	50
Arrested due to Probable Cause	0
Summons Application	5
Drugs Seized: Cocaine (grams)	1158.2
Drugs Seized: Marijuana (pounds)	500.6
Drugs Seized: Heroin (grams)	306.3
Fentanyl (grams)	20.65
MDMA (grams)	0
Pills	900
U.S. Currency Seized	\$152,839
Firearms Seized (includes 3 stun guns)	16
Motor vehicles seized	3
Motorcycles seized	3
Ammunition seized (rounds)	1135
Stun Gun Seized	3

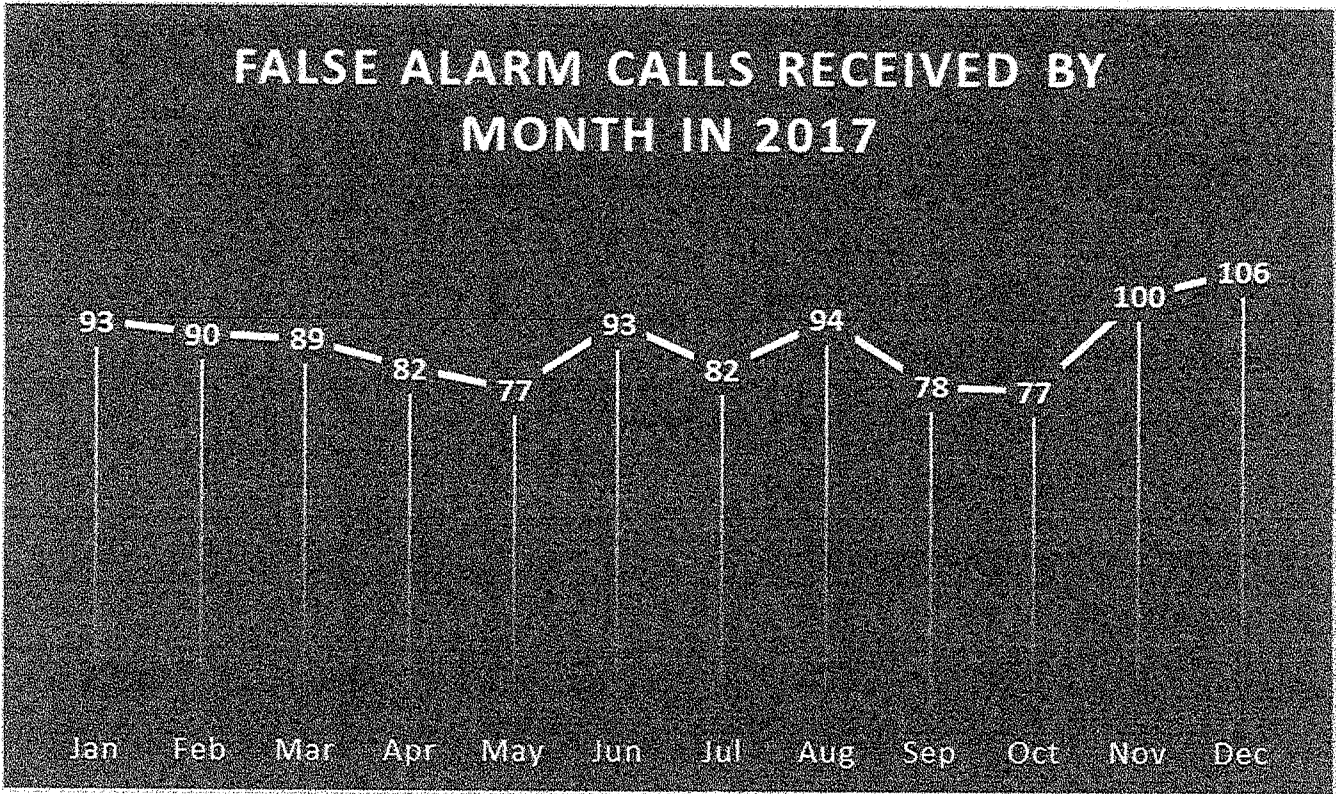
In 2017, the Fitchburg Police Department received 322 calls regarding drug activity. As a result of proactive policing, officers arrested a total of 106 individuals on drug violations in the city. Drug arrests increased 21% from 2016.

Also, this department responded to approximately 221 suspected drug related overdoses calls in 2017. In 2016, there were 18 confirmed drug related fatal overdoses in the city. 2017's fatal overdose report will likely be released sometime in the fall by the Department of Public Health.



False Alarms Responded

False Alarms Responded	2012	2013	2014	2015	2016	2017
January	83	126	108	115	103	115
February	83	88	82	121	114	121
March	100	82	103	123	110	123
April	84	95	92	128	104	128
May	114	122	123	127	97	127
June	110	114	111	120	128	120
July	112	151	151	123	126	123
August	105	113	119	110	97	110
September	81	87	138	121	81	121
October	91	83	121	111	88	111
November	73	93	129	103	78	103
December	95	95	121	109	111	109
Total	1131	1249	1398	1411	1237	1411
Fines Collected	\$9,375.00	\$7,175.00	\$6,600.00	\$10,775.00	\$9,050.00	10,350.00



alse alarms: Residential & Businesses security alarms

**Records Bureau: Report Review & Licensing for 2017**

Services Provided	Revenue
Dealers / License/ Ammunition	\$25
Mace	\$25
Licenses to Carry:Firearms & Renewal	\$8,025
License to Carry: LE Personnel	\$237.50
Firearms ID cards	\$425.00
Photocopies	\$255.45
Auction	\$0.00
Fines Collected by District Court	\$37,257.50
False Alarms Fines	\$10,350.00
Totals	\$56,600.45
Firearms Fees to Commonwealth	\$25,737.50
Service Provided	# Issued
Licenses to Carry Firearms Issued	321
Firearms ID Card Issued	18
Licenses to Carry: Issued to LE Personnel	17
Firearms ID Cards / Mace Issued	2
Dealers/License/Ammunition	0
Machine Gun	1
Totals	359



Internal Affairs

Complaints against personnel	2009	2010	2011	2012	2013	2014	2015	2016	2017
Sustained	3	3	2	4	4	1	2	2	2
Misconduct (Not based on a complaint)	0	0	0	0	0	0	0	0	2
Exonerated	0	0	3	3	1	2	4	1	2
Unfounded	4	2	1	2	2	4	1	1	5
Not sustained	0	0	1	0	0	0	2	3	0
Pending	2	0	0	2	1	0	0	1	0
Totals	9	5	7	11	8	7	9	8	11

Definitions*	
Sustained	Allegation and violation did occur and was a breach of standards, policy or law
Unjustified/ Exonerated	When the evidence indicates that the act complained of did in fact occur but was legal, proper and necessary
Unfounded	When the act complained of did not in fact occur and that the complaint was false
Not Sustained	When the case cannot be resolved by investigation, either because sufficient evidence is not available
Misconduct :not based on the com-	When the investigation reveals that the employee was guilty of misconduct not part of the original complaint or because of material conflicts in the evidence, or uncooperative witnesses

*Complaints may contain one of more officers on a single disposition



Training Department

ANNUAL REPORT OF TRAINING – 2017

The Police Department continued to provide a robust program of basic and advanced training for all department personnel. In the following summary the department's training efforts have been broken down into three categories: In Service Training, In-House Training, and Specialized Training.

In Service Training:

All sworn members of the department attended a forty (40) hour In Service training program that was conducted in the department's Lecture Room. The instructors for this program were members of our staff that were trained and certified by the Municipal Police Training Committee (MPTC). The topics covered included, but were not limited to, the following:

- Criminal Law & Procedure Update
- Elderly Abuse and Response
- Dynamics of Addiction
- Nasal Naloxone Review
- First Responder Recertification
- CPR Recertification
- Domestic Violence Review
- Use of Force Policy Review
- Defensive Tactics
- Taser
- Interactions with Youths

Total In-Service Hours = 3080 hours



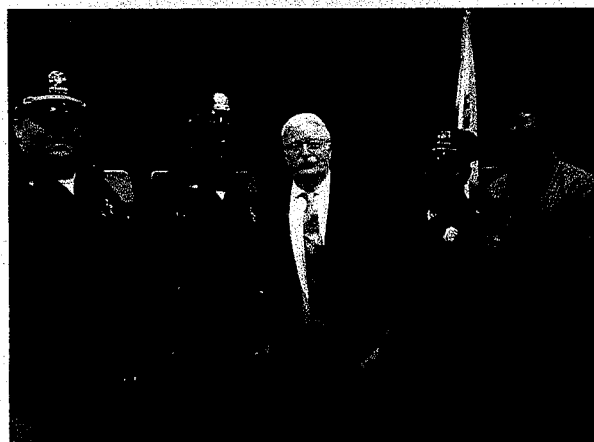
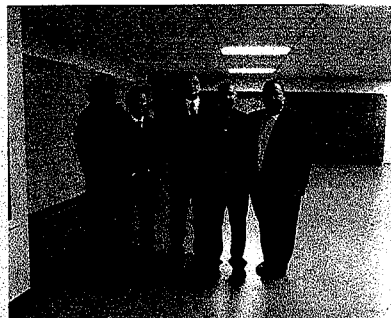
Training Department

In House Training:

The department has a number of state certified in house instructors, whose expertise covers many facets of law enforcement. They provide instruction, training and/or certification in topics such as firearms, patrol rifle, mental health awareness and CPR. Having these instructors on staff allows us to conduct more training, at a significant cost savings to the city.

Also, over the course of the past year the department hired and trained six (6) Police Officers, seven (7) Reserve Police Officers, and eight (8) Civilian Police Dispatchers. Their initial training was provided for by instructors from our staff. In addition, all new employees underwent many weeks of on the job/field training before being allowed to assume their full duties.

Total hours of In-House training = 6,245 hours



Pictured are some of this department's new officers after their respective graduations & new reserve officers getting sworn in before council



Training Department

Specialized Training:

Every year we send our officers, and our civilian staff, to specialized training to provide them with the skills necessary to meet the challenges they encounter daily. These courses include enhanced investigative training, crime scene preservation, evidence processing, officer safety, sexual assault investigation, drug investigations, accident investigation, victim advocacy, elder affairs, data analysis, and an assortment of other topics.

As mentioned previously, the department hired six (6) Full-time Police Officers within the past year along with seven (7) Reserve Officers. Full-time Police Officers are required to attend, and successfully complete, a Recruit Officer Course as conducted by the (MPTC) before assuming their duties as a Police Officer. The MPTC Course consists of a varied curriculum that provides a minimum of 800 hours of basic training. Reserve Police officers are required to attend and successfully complete a Reserve-Intermittent Training course also conducted by the (MPTC) before assuming their duties as a Reserve Police Officer. This course consists of a modified version of the fulltime Recruit Officer Course that provides a minimum 362 hours of basic training. In addition, all of the new Civilian Police Dispatchers were required to attend mandatory courses as conducted by the State 911 Department at their training facilities in Maynard, Taunton and Springfield.

Total hours of Specialized Training = 15,349 hours

Total Department Training Hours = 24,674 hours



Training Department

The Dangers of Police Work

Because of his/her law enforcement and peacekeeping role, a police officer will be required at times to resort to the use of physical force to enable him/her to fully carry out the police mission. Police officers are confronted continually with situations requiring or resulting in the use of various degrees of force to affect a lawful arrest, to ensure public safety, or to protect him/her from harm. The degree of force used is dependent upon the facts surrounding the situation the officer faces. Only a reasonable and necessary amount of force may be used. The degree of force the officer is forced to use is dependent upon the amount of resistance or threat to safety the situation produces.

The purpose of the use of force is to maintain and /or reestablish control over a situation. Control is reached when a person complies with the officer's directions and/or the suspect is restrained or apprehended and no longer presents a threat to the officer or another. Since an officer will encounter a wide range of behaviors, the officer must be prepared to utilize a range of force options that are reasonable and necessary to maintain and/or reestablish control by overcoming resistance to the officer's lawful authority while minimizing injuries.

Defense Against Resistance Statistics	2012	2013	2014	2015	2016	2017
<u>Compliance Techniques:</u>	-	-	-	-		
Resistance Countermeasures	61	69	38	102	77	180
Oleoresin Capsicum (OC)	8	14	6	10	6	2
Other	0	0	0	0		0
<u>Defensive Tactic (s):</u>						
Pepperball Deployment	2	3	2	2	2	4
Pepperball Used	0	1	0	1	0	0
Personal Weapons	6	5	3	6	3	6
Impact Weapons	6	4	3	4	1	1
<u>Deadly Force:</u>	-	-	-	-		
Service Weapon Drawn	28	55	29	48	59	60
Service Weapon Used	0	0	0	2	0	0
Animal (s) Euthanized	1	8	6	7	11	9
<u>Taser</u>						
Verbal Warning	NA	NA	NA	NA	NA	20
Laser Painting	NA	NA	NA	NA	NA	15
Warning Arc	NA	NA	NA	NA	NA	0
Touch Stun	NA	NA	NA	NA	NA	5
Probe Deployment	NA	NA	NA	NA	NA	9



Training Department

Electronic Control Weapon (Taser) Purchase, Training, and Deployment

Electronic control weapons (ECWs) are electro-muscular disruptors that use pulses of electricity to temporarily incapacitate subjects. TASER®, the most common brand of ECWs, are currently designed to deliver an electrical charge with low power which can incapacitate at a distance. Two metal probes connected by thin insulated wires are propelled into the targeted subject. The electronic pulse delivered by an ECW incapacitates subjects by causing the muscles to contract, resulting in the immediate temporary loss of body control. The ECW may, in limited circumstances, also be discharged as a contact weapon or device.

After years of research and contemplation, including but not limited to the policies and recommendations of the International Association of Chiefs of Police (IACP), Executive Office of Public Safety (EOPSS) and the Municipal Police Training Committee (MPTC), Chief Martineau and our city leaders decided to make ECWs available to the Officers of the Fitchburg Police Department.

The roll out of the Taser training began during the 2016 In Service training session. All full time and Reserve Officers took part in an 8 hour training session, taught by two in house Taser instructors, which consisted of a detailed PowerPoint presentation, hands on training exercises, and 4 live/simulation cartridge deployments conducted within a variety of training scenarios

In July of 2016, after the completion of the department's training, The Taser X2 ECW hit the streets. All officers working in the Patrol Division, and those assigned to other field duties, began deploying the Taser X2. We immediately began to experience the anticipated deterrent effect of the Taser. As you can see in this year's Force Against Resistance chart, Taser warnings were the most prevalent Taser deployments. It is important to note that this year's chart only depicts the six months' worth of Tasers deployments. 2017 will be the first full year the Taser X2 will be on the street. 2017's figures have been added to the chart on the previous page



In the Community



Fitchburg Police Department
attended last year's Juneteenth
Celebration at Riverfront Park



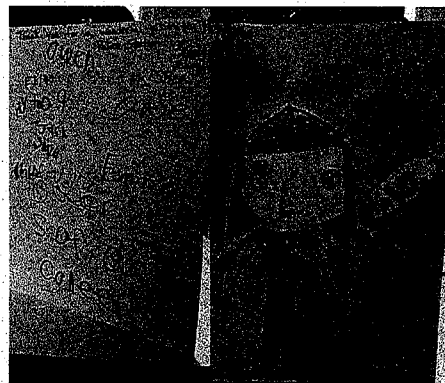
Community Engagement Officer Hurley
attended a summer event with New Life
Christian Church & passed out bicycle hel-
mets for the youth in the neighborhood.



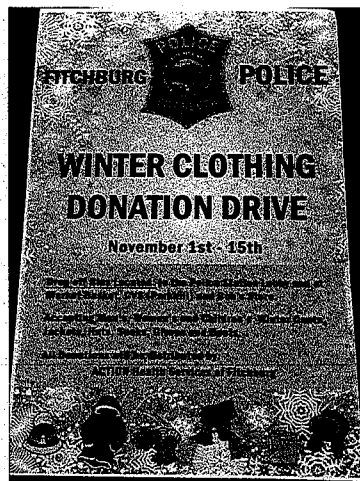
Officer Alicea stopped to take a
picture with youth at December's
Holiday Festivities.



In the Community



Community Engagement Unit gave Applewild School a tour of the station, and in return they sent a handmade thank you card



FPD Community Engagement Unit hosted a winter clothing drive last November



In the Community



Fitchburg Police Officers Michael Faucher, left, and Doug Darton, right, stand with Chief Ernest Martineau after being recognized for bravery for safely arresting a man on July 10 who was carrying two handguns and firing them indiscriminately on Pine and South streets.

Read more: http://www.sentinelandenterprise.com/news/ci_31163639/fitchburg-officers-honored-



Fitchburg Police Department had two honorees at the Rotary Awards event.

Retired Deputy Chief Paul Bozicas (not pictured) and Officer Shelby Hertel. Hertel, who joined the force in 2001, is the Elder Affairs Officer and the Rape Aggression Defense Women's Instructor



In the Community

In 2017 the Fitchburg Police Department dedicated three full time School Resource Officers to the Fitchburg Public Schools as well as Montachusett Regional Vocational Technical School.

The job of the School Resource Officer is multi faceted. The most important function of the SRO is connecting police with youth. Some of the functions of the SRO include but are not limited to:

- Along with the principal, serves as a disciplinary
- Sits with the counselor during sessions with the students and serves as a mediator
- Conducts home visits and truancy patrols (before, during and after schools)
- Talks with parents of troubled students
- Establishes rapport with the community
- Attends school functions such as sporting events or other school related extra curricular events
- Sits in on round tables with various departments such as Department of Children and Families, Department of Youth Services, Luk, etc
- Identifies at risk students for dropouts and identifies alternatives to dropouts



Also, the 7th annual Fitchburg Youth Police Academy was held over the summer. As a component of the youth academy, students participate in physical fitness activities including warm up exercises, marching, physical training, and defense tactics. Students are introduced to the duties of law enforcement. Furthermore, the academy promotes integrity, self-respect, discipline and overall teamwork amongst its participants. This youth academy was funded through the Shannon Grant





In the Community

FEMALE DEFENSE INITIATIVE (F.D.I.)

Through collaborative efforts of our Family Services Unit, our Elder Affairs Officer, and the support of many social service agencies, this initiative continues to research, implement, and coordinate various services and programs for women and victims of violent crime.

R.A.D.

We offered our first R.A.D. class in 2010. This class consists of a total of twelve hours of instruction. The first three take place in a classroom setting where we discuss topics such as awareness, prevention, risk reduction and risk avoidance. The remaining nine hours of class are conducted in a gymnasium. It is there that we develop the basics of hands on defense. After hours of developing and perfecting these skills, the participants are tested through various scenarios. It is the final day of training that solidifies the empowerment developed through the R.A.D. program. Since the R.A.D. is an internationally recognized program, graduates are guaranteed a free lifetime return and practice policy anywhere R.A.D. is offered.

For more information on R.A.D., please see their web site at www.rad-systems.com.

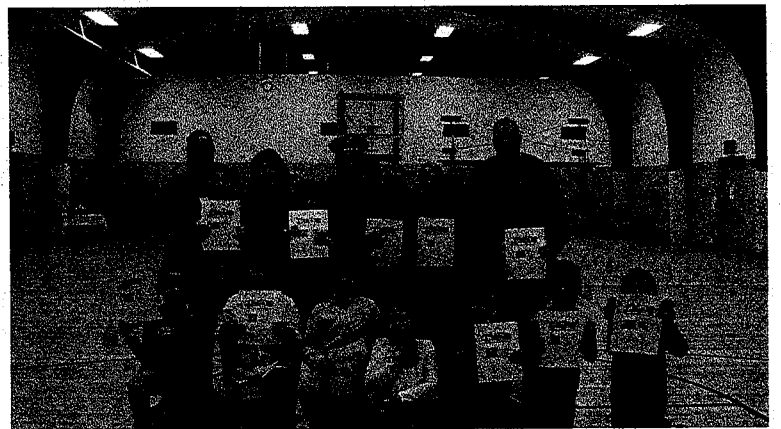
radKIDS

F.D.I. continues to grow with the addition of radKIDS to the initiative. radKIDS is a personal empowerment safety education program. Unlike other safety education programs where the instructor simple lectures the children, radKIDS incorporates safety drills, muscle memory exercises, and scenario training. It is this combination of teaching methods that make radKIDS such a success. Some topics covered are home, school, motor vehicle safety, out and about safety, and bullying. The radKIDS' defense portion teaches children a realistic defense against abduction by identifying stranger tricks and using physical defense skills. With the cooperation of South Street elementary school and the 21st century program, the Fitchburg Police Department was able to provide three afterschool sessions of radKIDS. Since radKIDS is an internationally recognized program, graduates are guaranteed a free return until their 13th birthday and practice anywhere radKIDS is offered.

For more information visit the radKIDS website at www.radkids.org.



Officer Hertel talking a participant through a drill



Graduating RAD class



In the Community

ELDER AFFAIRS:

The Fitchburg Police Department has been working with the Elderly community for many years. We are continuing to attend education seminars and trainings to enhance our knowledge of this ever changing community to better meet the needs of our residents. The Elder Liaison is an active member of the Alzheimer's Association. Some of the programs that we offer include the following:

File Of Life

This is a red magnetic folder which holds important medical and contact information to assist in expediting emergency care. This program has been sponsored by the Golden Living Center and has already reached over 2000 residents.

Alzheimer's Alert

This is our local response to Safe Return. The Department maintains pictures and important contact information to assist with identifying and providing care to victims.

Money Management Program

Montachusett Home Care Corporation provides this bill payer service to elders to assist with budgeting their finances. Two officers are members of the Money Management Program's advisory board. This has improved communication between Montachusett Home Health Care Corporation, local financial institutions and our elderly population especially with the increase of scams targeting the elderly.



Grants

In 2017, the Fitchburg Police Department applied for fifteen grants and were awarded 14 grants. This department is currently managing 15 grant awards (includes previously awarded grants; some grants run over the course of several years).

2017 Awards (awarding agency listed adjacent):

E911 Support & Incentive Grant & E911 Training Grant (911 Department)
Highway Safety Traffic Grants (3) (EOPS— State)
CDBG (HUD / City of Fitchburg)
Edward Byrne Memorial Justice Assistance Grant (DOJ)
Jail Diversion Program—CIT Program (DMH)
Bulletproof Vest Program (EOPS)
Nasal Naxolone Grant (Narcan) (DPH)
Violence Against Women Act (VAWA) Grant (EOPS)
Senator Charles Shannon Community Safety Initiative (EOPS)
Heroin and Opioid Local Crime Reduction Gateway City Initiative (EOPS)
Community Compact IT Grant (Admin & Finance-State)

2017 Award Total: \$585,083.00

**Currently Managed Awards Total (includes 2017 Award Total):
\$895,595.00**

** Award total figures rounded up/down*

Reading waived. Report placed on file in the City Clerk's
Office. 10 members present. Board consists of 11 members.

REPORTS OF COMMITTEES

Appointments Committee Oral Report
Meeting of May 15, 2018

The Appointments Committee recommended the following Appointment be confirmed:

Re-Appointment:**Board of Registrars of Voters**

(Term to expire April 1, 2021)

Ms. Ellen Hughes

Report accepted. Appointment confirmed by unanimous vote. 10 members present. Board consists of 11 members.

The Appointments Committee recommended the following Appointment be confirmed:

New Appointment:**Student Police Officer**

(To be effective on June 4, 2018)

Mr. Ismael Sanchez

Report accepted. Appointment confirmed by unanimous vote. 10 members present. Board consists of 11 members.

Upon confirmation, Appointee was sworn in by the City Clerk.

Council as a Whole Committee**Meeting of May 8, 2018**

The Council as a Whole Committee recommended to retain the one lane Main Street scenario with the intent to study and pursue a two way Main Street traffic configuration.

By vote of 7 in favor (Kushmerek, Donnelly, Clark, Kaddy, Green, Zarrella, Walsh) and 4 opposed (Fleming, DiNatale, Squailia, Beauchemin).

242-17. Councillor Marcus DiNatale and Councillor Michael Kushmerek, that a vote be taken by the City Council as a final determination as to Main Street's permanent traffic flow as outlined in the enclosed petition.

Report accepted. Motion to hold the petition at the request of Councillor Kaddy failed by vote of 4 in favor (Fleming, Squailia, Clark, Zarrella) and 6 opposed (Kushmerek, Donnelly, DiNatale, Green, Walsh, Beauchemin).

Motion to revert to 2-lane, 1-way and aggressively pursue conversion to 2-way Main Street passed by 6 in favor (Donnelly, Fleming, DiNatale, Clark, Zarrella, Beauchemin) and 4 opposed (Kushmerek, Green, Squailia, Walsh).

10 members present. Board consists of 11 members.

Reports of
Committees

Appointments
Committee

Council as a
Whole Committee

City of Fitchburg,

May 15, 2018

Reports of
Committees

Finance Committee

Finance Committee
Meeting of May 8, 2018

The Finance Committee recommended the following Order be adopted:

115-18. ORDERED THAT: The Airport Commission be authorized to lease for a period of more than 20 years a certain premise at the Fitchburg Municipal Airport to FACT under the terms and conditions as set forth on the attached RESTATED Lease, originally authorized by petition 055-03.

City of Fitchburg

FITCHBURG CITY CLERK

2018 APR 26 AM 10: 23

In City Council, _____

ORDERED:-- That

Whereas the City by petition 00055-03 authorized the Airport Commission to lease land at the Fitchburg Municipal Airport, without buildings thereon for a period in excess of 20 years to the Fitchburg Aircraft Condominium Trust on or about April of 2003.

Where as M.G.L. c. 90 §51F provides "With the approval of the mayor and the city council in cities or the approval of a town meeting, as the case may be, said commission may so let or lease for a longer period; provided, that no such airport in the cities of New Bedford and Beverly shall be let or leased except with the approval of the mayor and the city council, or in the town of Southbridge by vote of the town."

Whereas the parties had a dispute as to the lease that was approved and that both were desirous of the execution of a Restated Lease.

Whereas negotiations have just concluded, and the Restated Lease is attached hereto.

Wherefore, the it is ORDERED that, The Airport Commission be authorized, in accordance with M.G.L. c. 90 § 51F to lease for a period of more than 20 years a certain premise at the Fitchburg Municipal Airport to FACT under the terms and conditions as set for the on the attached Restated Lease.

[Handwritten signature]

Reports of
Committees

Finance Committee

**FITCHBURG MUNICIPAL AIRPORT
Amended and Restated Ground Lease**

This instrument is an amended and restated indenture of lease by and between the CITY OF FITCHBURG by and through the FITCHBURG MUNICIPAL AIRPORT COMMISSION, a public agency duly created by the City of Fitchburg, acting pursuant to the statutory powers set forth under Massachusetts General Laws, Chapter 90, Sections 51D through 51N and special laws in existence prior thereto, and having its usual place of business at the Fitchburg Municipal Airport, Fitchburg, Massachusetts ("Landlord") and, as they are trustees of the FITCHBURG AIRCRAFT CONDOMINIUM TRUST ("FACT") established by Declaration of Trust dated April 12, 2004 recorded with the Worcester Northern District Registry of Deeds (the "Registry") in Book 5213, Page 123, successor in interest to Liebfried Realty Trust under Declaration of Trust dated April 12, 2004 and recorded with said Deeds in Book 5213, Page 123 ("Liebfried") and the lessee's successors and assigns. ("Tenant").

WHEREAS: LANDLORD and LIEBFRIED entered into a ground lease entitled "Fitchburg Municipal Airport Lease" dated June 25, 2003 recorded with said Deeds in Book 4984, Page 280 (the "Original Ground Lease"); and

WHEREAS: LIEBFRIED, by document entitled "Declaration of the Fitchburg Aircraft Condominium Trust" dated April 12, 2004 recorded with said Deeds in Book 5213, Page 123 (the "Declaration of Trust") which established the Fitchburg Aircraft Condominium Trust (the "Condominium Trust": and

WHEREAS: by instrument entitled "Sublease Agreement Fitchburg Aircraft Condominium" dated April 12, 2004 recorded with said Deeds in Book 5213, Page 145, Liebfried established the Fitchburg Aircraft Condominium (the "Condominium"); and

WHEREAS the parties to this instrument hereby agree with each other to amend and restate the Ground Lease as set forth herein:

ARTICLE I SUMMARY OF BASIC LEASE PROVISIONS

1.1 INTRODUCTION

This document is an Amendment and Restatement of the Ground Lease. As further supplemented in the balance of this instrument and its Exhibits, the following sets forth the basic terms of this Ground Lease, and, where appropriate, constitutes definitions of certain terms used in this Ground Lease.

Reports of
Committees

Finance Committee

1.2 BASIC DATA

Restated Term
Commencement Date: January 1, 2018

Landlord: The Fitchburg Municipal Airport

Present Mailing
Address of Landlord: 567 Crawford Street
Fitchburg, MA 01420

Payment Address: 567 Crawford Street
Fitchburg, MA 01420

Managing Agent: The Airport Manager

Tenant: Fitchburg Airport Condominium Trust

Tenant Mailing Address P.O. Box 541
Harvard, MA 01451

Premises: A certain area of land consisting of 212,298 square feet of land,
as more particularly described in Exhibit A attached hereto and
incorporated herein, but not including the buildings thereon.

The Landlord reserves the right to install, use, maintain, repair
and replace in the Premises (but in such manner as not
unreasonably to interfere with Tenant's use of the Premises)
utility lines, shafts, pipes, and the like, in, over, under and
upon the Premises. Such utility lines, shafts, pipes and the
like shall not be deemed part of the Premises under this Lease.

Restated Lease Term: Twenty (20) years from the Restated Term Commencement
Date of January 1, 2018 (subject to extension as provided in
Section 3.3 hereof (which provides an option for two twenty
(20) year extension periods).

Original Term
Commencement Date: Original Term Commencement Date: June 25, 2003.

Base Rent: For the first period beginning on the Restated
Commencement Date and ending on December 31, 2037, at
the rate of \$31,700.00 per annum (\$2,641.67 per month),
subject to annual increases as stated in Paragraph 4.1(b) below

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Finance Committee

	(by an amount equal to the greater of (i) 1.75% or (ii) fifty (50%) percent of the annual difference calculated as a percentage in the Consumer Price Index for Urban Consumers seasonally adjusted ("CPI") over the same CPI in effect as of the commencement of the immediately prior lease year.
Additional Rent:	For the first period beginning on the Restated Term Commencement Date and ending on December 31, 2018, additional rent for snow plowing and weed/vegetation overgrowth removal, at the rate of \$12,000.00 per annum (\$1,000.00 per month), subject to annual increases as set forth in Paragraph 4.1(d) below (a) by an amount equal to the greater of (i) 1.75% or (ii) the annual difference calculated as a percentage in the Consumer Price Index for Urban Consumers seasonally adjusted ("CPI") over the same CPI in effect as of the commencement of the immediately prior lease year.)
Due Date:	Equal monthly installments are due on the 1 st day of each calendar month.
Hanger Maintenance Fund:	Tenant shall maintain a Hangar Maintenance Fund as set forth in Section VI of Addendum D below in the amount of \$15,000, with scheduled increases of \$5,000 every five years beginning January 1, 2023.
Guarantor of Tenant's Obligations:	Not applicable.
Permitted Use:	For the storage, maintenance and use of aircraft, and those limited uses and activities which are incidental to the storage, maintenance and use of private aircraft, and such other uses and activities as shall be permitted by the Federal Aviation Authority (the "FAA") subject to such limitations thereon as shall be proscribed from time by the "FAA", and for no other purpose or purposes (the "Permitted Use").

Reports of
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Finance Committee

1.3 ENUMERATION OF EXHIBITS

EXHIBIT A: PLAN SHOWING THE PREMISES
EXHIBIT B: TERM COMMENCEMENT DATE AGREEMENT
EXHIBIT C: SCHEDULE OF TENANT HAZARDOUS WASTE
EXHIBIT D: RECITALS AND SPECIFIC PROVISIONS
EXHIBIT E: LIEBFRIED UNITS

ARTICLE II DESCRIPTION OF PREMISES AND APPURTENANT RIGHTS

2.1 LOCATION OF PREMISES The Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, the property identified on Exhibit A on Landlord's property (the "Premises"), a certain area of land consisting of 212,298 square feet of land as more particularly described in Exhibit A attached hereto and incorporated herein, but not including the buildings thereon, located at Fitchburg, Massachusetts.

2.2 APPURTENANT RIGHTS AND RESERVATIONS Tenant shall have, as appurtenant to the Premises, rights to use, in common with others entitled thereto, the common facilities located on the land which constitutes the Fitchburg Municipal Airport (the "Airport"), including, without limitation, common walkways, driveways, lobbies, hallways, ramps, stairways, runways, roadways, aprons, taxiways, floodlights, landing lights, beacons, signals, radio aids and all other conveniences for flying, landing or departing. Such rights shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable notice, and to the right of Landlord to designate and to change from time to time the areas and facilities so to be used, provided that such changes do not unreasonably interfere with the use of the (i) Premises for the Permitted Use and (ii) the remainder of the Airport for general aviation purposes.

2.3 EXCLUSIONS AND RESERVATIONS

- (a) Not included in the Premises are any buildings located on the land identified in Exhibit A. The Landlord reserves the right to install, use, maintain, repair and replace in the Premises (but in such manner as not unreasonably interfere with use of the Premises by each of the Unit Owners) utility lines, shafts, pipes, and the like, in, over and upon the Premises. Landlord agrees to repair any damage to the Premises caused by the installation, maintenance, repair or replacement of any such items. Such utility lines, shafts, pipes and the like shall not be deemed part of the Premises under this Lease.
- (b) The Tenant shall ensure the Premises is used in a manner so as not to unreasonably annoy, disturb, or be offensive to others at the Airport or abutting properties consistent with the terms of Article V below.

ARTICLE III TERM OF LEASE; CONDITION OF PREMISES

3.1 **TERM OF LEASE** The term of this Lease shall be the period specified in Section 1.2 hereof as the "Restated Lease Term" commencing upon the Restated Lease Term Commencement Date specified in Section 1.2. The parties agree that on the request of either party each will execute, acknowledge, and deliver a Notice of Lease in recordable form but excluding explicit financial provisions.

3.2 **CONDITION OF PREMISES** Tenant acknowledges that it has inspected the Premises and agrees to accept same in its "as is" condition, and further Tenant agrees that Landlord has no obligation to perform any work whatsoever in order to prepare the Premises for Tenant's occupancy hereunder.

3.3 **EXTENSION OPTIONS**

3.3.1 Except as provided in Section 3.3.2 below, the Term of Lease shall be automatically extended for the following extended terms upon the same terms and conditions set forth herein, provided Tenant is not in default on the commencement date of the Extension Term beyond applicable periods of notice and cure, without any action on behalf of Tenant,

(a) a First Extended Term of twenty years commencing on January 1, 2038 and ending on December 31, 2058;

(b) a Second Extended Term of five years commencing on January 1, 2059 and ending on December 31, 2063;

(c) a Third Extended Term of five years commencing on January 1, 2064 and ending on December 31, 2068;

(d) a Fourth Extended Term of five years commencing on January 1, 2069 and ending on December 31, 2074; and

(e) a Fifth and Final Extended Term of five years commencing on January 31, 2075 and ending on December 31, 2079.

3.3.2 Notwithstanding the foregoing, Tenant may elect terminate this lease prior to the commencement of any such Extended Term by written notice to Landlord at least six months prior to the commencement of such Extended Term.

3.3.3 Any such extension shall be upon the same terms, covenants, and conditions contained in this Lease except that Tenant shall have no further right to extend the Lease Term not granted in this Agreement, and except that the Base Rent for any Extension Term to which the annual increase shall apply shall be at the rental rate payable per annum at the expiration of the previous Term as

Reports of
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provided in Section 4.1(b).

3.4 REMOVAL OF PROPERTY, IMPROVEMENTS AT LEASE TERMINATION Upon termination of this Lease under whatever circumstances, the Tenant shall immediately remove all personal property, trash and debris and leave the Premises in a clean and neat condition, subject to reasonable wear and tear. All buildings, structures, fixtures and other improvements existing on the Premises six (6) months or less before the end of this Lease shall become the property of the Fitchburg Municipal Airport.

3.5 PAYMENTS BY LIEBFRIED Notwithstanding anything to the contrary set forth herein, Liebfried Realty Trust shall remain obligated to pay to Landlord five percent of the actual sale price of the units presently owned by Liebfried Realty Trust listed on Exhibit E hereto as set forth in Section 3.1 of the Original Ground Lease and neither the Tenant nor any of the owners of other units in the Fitchburg Aircraft Condominium shall have any obligation with respect to any such payment due to Landlord. Landlord acknowledges and agrees that all payments fee required to be made with respect to sale of all other units in the Fitchburg Aircraft Condominium have been paid in full.

**ARTICLE IV
RENT**

4.1 RENT PAYMENTS The Base Rent (at the rates specified in Section 1.2 hereof) and the additional rent or other charges payable pursuant to this Lease (collectively the "Rent") shall be payable by Tenant to Landlord at the Payment Address or such other place as Landlord may from time to time designate by notice to Tenant without any demand whatsoever except as otherwise specifically provided in this Lease and without any counterclaim, offset or deduction whatsoever. Rent shall be made payable to the order of the Landlord.

- (a) Beginning on the Rent Commencement Date, monthly installments of Base Rent and of Tenant's charges and fees shall be payable in advance on the first day of each and every calendar month during the term of this Lease. If the Rent Commencement Date falls on a day other than the first day of a calendar month, the first payment which Tenant shall make shall be made on the Rent Commencement Date and shall be equal to a proportionate part of such monthly Rent for the partial month from the Rent Commencement Date to the first day of the succeeding calendar month, and the monthly Rent for such succeeding calendar month. As used in this Lease, the term "lease year" shall mean any calendar year or part thereof falling within the Lease Term.
- (b) Increases in Base Rent: The Base Rent shall be increased annually as of January 1,

2019 for each lease year beginning with the first increase on July 1, 2019, by an amount equal to the greater of (i) 1.75% or (ii) fifty (50%) percent of the annual difference calculated as a percentage in the Consumer Price Index for Urban Consumers seasonally adjusted ("CPI") over the same CPI in effect as of the commencement of the immediately prior lease year.

- (c) Additional Rent: Subject to the provisions below, Tenant shall pay additional rent to Landlord in compensation for snow plowing and weed removal as provided in said Section 8.2, in the amount of Twelve Thousand Dollars (\$12,000.00), paid equal monthly installments of One Thousand Dollars (\$1,000.00) due and payable on the first day of each calendar month during all terms of this Lease.
- (d) Increases in Additional Rent. The Additional Rent shall be increased annually on July 1 of each lease year, beginning on January 1, 2019, by an amount equal to the greater of (i) 1.75% or (ii) the annual difference calculated as a percentage in the Consumer Price Index for Urban Consumers seasonally adjusted ("CPI") over the CPI in effect as of the commencement of the immediately prior lease year.
- (e) Tenant states and avers that the initial sale of all aircraft storage units currently on the premises other than those listed on Exhibit E hereto has already occurred and that all payments required to be made upon the sale of the same, except as specified in Paragraph 3.5 above, have been paid in full.
- (f) Rent, charges and fees not paid within ten (10) days of the date due shall bear interest at a rate (the "Lease Interest Rate") equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum legally permissible rate, from the due date until paid, plus any and all attorneys' fees and costs incurred by the Landlord incurred in connection with the collection of the foregoing.

4.2 TAXES AND ASSESSMENTS

- (a) Nothing in this Agreement shall relieve Tenant or the Unit Owners of any lawful obligation to pay taxes (including without limitation, assessments for public improvements or benefits and water and sewer use charges), assessed against them during any tax year (i.e., July 1 through June 30, as the same may change from time to time) or part thereof during the Lease Term.
- (b) Tenant shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all real estate, structures, improvements, trade fixtures, inventories and other real or personal property placed in and upon the Premises by Tenant.

ARTICLE V USE

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5.1 PERMITTED USE Tenant agrees that the Premises shall be used and occupied by Tenant only for the purposes specified as the Permitted Use thereof in Section 1.2 of this Lease, and for no other purpose or purposes. The Tenant shall comply and shall cause its Unit Owners, lessees, employees, agents, and invitees to comply with all requirements of the FAA for the use of the Premises and such rules and regulations as Landlord shall from time to time establish for the proper regulation of the Premises and the Airport, provided that such additional rules and regulations shall be of general application to all the tenants in the Airport, except where different circumstances justify different treatment. Neither the Landlord nor the City of Fitchburg makes any guarantee or warranty or representation that the Premises are fit for the uses to which they may be put by the Tenant, or for any other uses or purposes whatsoever. It shall be the sole duty of the Tenant to determine that the Premises are appropriate for its uses and purposes.

5.2 COMPLIANCE WITH LAWS Tenant agrees that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper or contrary to any law, ordinance, by-law, code, rule, regulation or order applicable in the municipality in which the Premises are located or which will disturb the quiet enjoyment of the other tenants of the Airport. Tenant shall obtain any and all approvals, permits, licenses, variances and the like from governmental or quasigovernmental authorities, including without limitation any Architectural Access Board and Board of Fire Underwriters (collectively, "Approvals") which are required for Tenant's use of the Premises, including, without limitation, any which may be required for any construction work and installations, alterations or additions made by Tenant to, in, on or about the Premises; provided, however, that Tenant shall not seek or apply for any Approvals without first having given Landlord a reasonable opportunity to review any applications for Approvals and all materials and plans to be submitted in connection therewith and obtaining Landlord's written consent, which consent shall not be unreasonably withheld. In any event, Tenant shall be responsible for all costs, expenses, and fees in connection with obtaining all Approvals. Without limiting the general application of the foregoing, Tenant shall be responsible for compliance of the Premises, including, without limitation, any alterations it may make to the Premises with the requirements of the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto, as the same may be amended from time to time (collectively, the "ADA"). The Landlord shall be responsible for the compliance with the requirements of the ADA of the common areas of the Airport, and the access to the Premises from the common areas. Tenant's inability to obtain or delay in obtaining any such Approval shall in no event reduce, delay, or terminate Tenant's rental, payment, and performance obligations hereunder. Tenant shall, at its own cost and expense, (i) make all installations, repairs, alterations, additions, or improvements to the Premises required by any law, ordinance, by-law, code, rule, regulation or order of any governmental or quasi-governmental authority, except waste committed by Landlord; (ii) keep the Premises equipped with all required safety equipment and appliances; and (iii) comply with all laws, ordinances, codes, rules, regulations and orders and the requirements of Landlord's and Tenant's insurers applicable

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to the Premises and Airport. Tenant's duly authorized representative(s) shall execute such documentation as the Landlord may reasonably require to accept the duties and obligations set forth in this Lease.

5.3 INSURANCE RISKS Tenant shall not permit any use of the Premises which will make voidable or, unless Tenant pays the extra insurance premium attributable thereto as provided below, increase the premiums for any insurance on the Airport's common areas, which are contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association (or any successor organization), or which shall require any alteration or addition to the Airport's common areas. Tenant shall, within thirty (30) days after written demand therefor, reimburse Landlord and all other tenants for the costs of all extra insurance premiums caused by Tenant's use of the Premises. Any such amounts shall be deemed to be additional rent hereunder.

5.4 TENANT'S OPERATIONAL COVENANTS (a) Affirmative Covenants: In regard to the use and occupancy of the Premises, Tenant will at its expense: either (1) keep the inside and outside of any glass in the doors and windows of the Buildings on the Premises reasonably clean; (2) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality; (3) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (4) keep any garbage, trash, rubbish or other refuse in vermin-proof containers within the interior of the Premises until removed (and Tenant shall cause the Premises to be inspected and exterminated from time to time as circumstances may require; (5) keep all mechanical apparatus free of vibration and loud noise above that contemplated by the Permitted Use of the Premises and which may be transmitted beyond the Premises; and (6) comply with and observe all rules and regulations reasonably established by Landlord from time to time or cause the Owner(s) of Units in the Fitchburg Aircraft Condominium to comply with the same. (b) Negative Covenants: In regard to the use and occupancy of the Premises and common areas, Tenant will not permit: (7) the placement or maintenance any trash, refuse or other articles on those portions of the Premises outside of the units thereof, so as to obstruct any sidewalk or common area; (8) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (9) cause or permit objectionable odors to emanate exceeding those contemplated by the Permitted Use to be dispelled from the Premises; or (10) permit commit, or suffer to be committed, any waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Fitchburg Municipal Airport, or use or permit the use of any portion of the Premises for any unlawful purpose. All laws, regulations and ordinances, and all amendments in existence now or made in the future thereto, including but not limited to the Airport Regulations and the Minimum Standards for Commercial Operations, are hereby incorporated and made part of this Lease. The Tenant, its officers, employees, Unit Owners, tenants, subtenants, contractors, subcontractors, agents, and

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invitees shall comply with said laws, regulations and ordinances, and upon enactment, any amended provisions thereof. The Parties anticipate that during the Initial Term and the Extended Terms of this Lease, applicable laws, ordinances, regulations (including but not limited to the Airport Regulations and Minimum Standards for Commercial Operations) may be amended from time to time. Tenant shall comply with any and all such future laws, ordinances and regulations as they are enacted.

5.5 SIGNS Except as expressly permitted in this Section 5.5, Tenant shall not place any signs, placards, or the like on the Premises that will be visible from outside the Premises (including without limitation both interior and exterior surfaces of windows). Subject to Tenant obtaining all necessary approvals and permits therefor, Tenant may erect one (or more with permission of the Airport Manager) exterior sign in a location designated by Landlord containing Tenant's name and no advertising material. Plans and specifications, including, without limitation, artwork, for such sign must be submitted to Landlord for its written approval before installation, which approval shall not be unreasonably withheld. The costs of all signs and the installation thereof, including the costs of any required permits or approvals, shall be the responsibility of Tenant. The Tenant shall comply at its own expense with the requirements of all laws and regulations affecting the maintenance of Tenant's signs. Tenant shall remove all signs upon termination of this Lease and shall return the Premises to their condition prior to the placement or erection of said signs. Notwithstanding the foregoing, Landlord agrees to allow Tenant to maintain its current signage (if any).

5.6 HAZARDOUS MATERIALS Except as otherwise disclosed to the Landlord on Exhibit C to this Lease, the Tenant shall not use, handle, store or dispose of any oil, hazardous or toxic substances, materials or wastes (collectively "Hazardous Materials") in, under, on or about the Property except for (i) the storage and use of such materials, in accordance with applicable law and regulation in such reasonable amounts as shall customarily in connection with or the Permitted Use, (ii), the storage and use of other Hazardous Materials consented to by Landlord in advance which consent may be withheld in Landlord's sole and absolute discretion. Any Hazardous Materials in the Premises, and all containers therefor, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. If the transportation, storage, use or disposal of Hazardous Materials anywhere on the Property in connection with Tenant's use of the Premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including, without limitation, attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this Lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal,

containment or other compliance with applicable law for and with respect to the foregoing. The terms of this Section 5.6 shall apply to any transportation, storage, use or disposal of Hazardous Materials irrespective of whether Tenant has obtained Landlord's consent therefor but nothing in this Lease shall limit or otherwise modify the requirement of obtaining Landlord's prior consent as set forth in the first sentence of this Section 5.6.

ARTICLE VI INSTALLATIONS, ALTERATIONS AND ADDITIONS

6.1 INSTALLATIONS, ALTERATIONS, AND ADDITIONS Tenant may make installations, alterations, additions or demolitions to the Premises provided that Landlord consents thereto in advance and in writing, which consent shall not be unreasonably withheld, delayed or conditioned. In no event shall Landlord's approval of any proposed installations, alterations, or additions to the Premises, whether in connection with Tenant's initial leasehold improvements or otherwise, constitute a representation by Landlord that such work complies with the requirements of any applicable law or regulation, including without limitation the requirements of the ADA. Any installations, alterations, or additions made by Tenant shall be at Tenant's sole cost and expense and shall be done in a good and workmanlike manner using materials of a quality at least equivalent to that of the existing improvements and in compliance with the requirements of Section 5.2; and prior to Tenant's use of the Premises, after the performance of any such work, Tenant shall procure certificates of occupancy and any other required certificates. Tenant shall not suffer or permit any mechanics' or similar liens to be placed upon the Premises for labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant, and shall cause any such lien to be released of record forthwith without cost to Landlord. At all times when any installation, alteration, or addition by Tenant is in progress, there shall be maintained, at Tenant's cost and expense, insurance meeting the requirements of Article XI below and certificates of insurance evidencing such coverage shall be furnished to Landlord prior to the commencement of any such work. Any installations, alterations or additions made by Tenant to the Premises, shall become the property of Landlord at the termination or expiration of this Lease as set forth in Section 3.4 above.

6.2 EXISTING STRUCTURES. Landlord acknowledges and agrees that the buildings presently located on the Premises have been approved by the Landlord and conform to the requirements of this Lease

ARTICLE VII TRANSFERS

7.1 PROHIBITION: Except as specified in Section 7.3 below, Tenant shall not, directly or indirectly, assign, mortgage, pledge or otherwise transfer, voluntarily or involuntarily, this Lease or any interest herein or sublet (which term, without limitation, shall include granting of

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concessions, licenses, and the like) or allow any other person or entity to occupy the whole or any part of the Premises, without, in each instance, having first received the express consent of Landlord, which consent shall not be unreasonably withheld. Any assignment of this Lease or subletting of the whole or any part of the Premises (other than as permitted to a subsidiary or a controlling corporation as set forth below) by Tenant without Landlord's express consent shall be invalid, void and of no force or effect. This prohibition includes, without limitation, any assignment, subletting, or other transfer which would occur by operation of law, merger, consolidation, reorganization, acquisition, transfer or other change of Tenant's corporate or proprietary structure, including a change in the partners of any partnership, and the sale, pledge, or other transfer of any of the issued or outstanding capital stock of any corporate Tenant (unless such stock is publicly traded on a recognized security exchange or over-the-counter market). Any request for consent under this Section 7.1 shall set forth, in detail reasonably satisfactory to Landlord, the identification of the proposed assignee or sub-Tenant, its financial condition and the terms on which the proposed assignment or subletting is to be made, including, without limitation, the rent or any other consideration to be paid in respect thereto and such request shall be treated as Tenant's warranty in respect of the information submitted therewith.

In any case where Landlord shall consent to any assignment or subletting, Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease and such liability shall not be affected in any way by any future amendment, modification, or extension of this Lease or any further assignment, other transfer, or subleasing and Tenant hereby irrevocably consents to any and all such transactions. Tenant agrees to pay to Landlord, within fifteen (15) days of billing therefor, all reasonable legal and other out-of-pocket expenses incurred by Landlord in connection with any request to assign or sublet. It shall be a condition of the validity of any permitted assignment or subletting that the assignee or sublessee agree directly with Landlord, in form satisfactory to Landlord, to be bound by all Tenant obligations hereunder, including, without limitation, the obligation to pay all Rent and other amounts provided for under this Lease and the covenant against further assignment or other transfer or subletting.

Without limiting Landlord's discretion to grant or withhold its consent to any proposed assignment or subletting, if Tenant requests Landlord's consent to assign this Lease or sublet all or any portion of the Premises, Landlord shall have the option, exercisable by notice to Tenant given within thirty (30) days after Landlord's receipt of such request, to terminate this Lease as of the date specified in such notice which shall be not less than thirty (30) nor more than sixty (60) days after the date of such notice for the entire Premises, in the case of an assignment or subletting of the whole, and for the portion of the Premises, in the case of a subletting of a portion. In the event of termination in respect of a portion of the Premises, the portion so eliminated shall be delivered to Landlord on the date specified in good order and condition in the manner provided in Section 8.1 at the end of

the Lease Term and thereafter, may have access to and may make modification to the Premises so as to make such portion a self-contained rental unit with access to common areas, elevators and the like.

Rent shall be adjusted according to the extent of the Premises for which this Lease is terminated. Without limitation of the rights of Landlord hereunder in respect thereto, if there is any assignment of this Lease by Tenant for consideration or a subletting of the whole of the Premises by Tenant at a rent which exceeds the rent payable hereunder by Tenant, or if there is a subletting of a portion of the Premises by Tenant at a rent in excess of the subleased portion's pro rata share of the Rent payable hereunder by Tenant, then Tenant shall pay to Landlord, as additional rent, forthwith upon Tenant's receipt of the consideration (or the cash equivalent thereof) therefor, in the case of an assignment, and in the case of a subletting, seventy-five percent (75%) of the amount of any such excess rent. The provisions of this paragraph shall apply to each and every assignment of this Lease and each and every subletting of all or a portion of the Premises except as set forth in Section 7.3 below, whether to a subsidiary or controlling corporation of Tenant or any other person, firm or entity, in each case on the terms and conditions set forth herein. For the purposes of this Section 7.1, the term "rent" shall mean all rent, additional rent or other payments and/or consideration payable by one party to another for the use and occupancy of all or a portion of the Premises.

The requirement of Landlord's prior consent and Landlord's recapture right shall not, however, be applicable to an assignment of this Lease by Tenant to a subsidiary (for such period of time as at least 50% of the stock of such subsidiary continues to be owned by Tenant, it being agreed that the subsequent sale or transfer of the stock of such subsidiary (either individually or in the aggregate) resulting in Tenant owning less than 50% of the stock of such subsidiary shall be treated as if such sale or transfer were, for all purposes, an assignment of this Lease governed by the provisions of this Section 7.1) or controlling corporation, provided (and it shall be a condition of the validity of any such assignment) that such subsidiary or controlling corporation agree directly with Landlord to be bound by all of the obligations of Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this Lease, the covenant to use the Premises only for the purposes specifically permitted under this Lease and the covenant against further assignment; but such assignment shall not relieve Tenant herein named of any of its obligations hereunder, and Tenant shall remain fully liable therefor. Further, Landlord's consent shall not be required for an assignment of this Lease in connection with a transfer of substantially all operations of Tenant to another entity by way of merger, consolidation or sale of substantially all of the stock therein or assets thereof, provided that at the time of such assignment such entity has a net worth at least equal to that of Tenant or any guarantor on the date hereof or on the date of such assignment, whichever is greater.

This Paragraph 7.1 is not intended to interfere with the use of the Premises as a leasehold

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condominium, and shall not apply to the sale of units by individual Unit Owners, shall not apply to the sale of an individual unit by Tenant after foreclosure thereon, and shall be interpreted in accordance with this intent and M.G.L. c. 183A §8A.

7.2 ACCEPTANCE OF RENT FROM TRANSFEREE The acceptance by Landlord of the payment of Rent, additional rent, or other charges following assignment, subletting, or other transfer prohibited by this Article VII shall not be deemed to be a consent by Landlord to any such assignment, subletting, or other transfer, nor shall the same constitute a waiver of any right or remedy of Landlord.

7.3 SALE OR LEASE OF UNITS BY TENANT. After the completion of any building or buildings, in compliance with all requirements set forth in this Lease, the Tenant or its Unit Owners may sell or lease units in such building to individual users. The documentation evidencing such sale or lease of each such unit shall be in writing and contain express language that, by the purchase or lease of such units, the user of each unit assumes, covenants and agrees to perform, jointly and in common with all the other aircraft storage unit users all the obligations, duties and liabilities of the Tenant set forth in this Lease. Tenant shall comply and shall cause its Unit Owners to comply with all applicable requirements of this Lease as set forth herein, including but not limited to maintaining insurance.

7.4 MORTGAGE BY TENANT It is anticipated by the parties to this Lease that Tenant or its successors or assigns may construct further improvements on the Premises and may seek Landlord's permission as in Section 7.1 to place a mortgage or mortgages on the Premises or various mortgages on parts of the Premises to finance such improvements. Tenant shall make all such requests in writing, and shall inform Landlord in writing of all such mortgages, pledges or hypothecations of this Lease. Such permission is not required, however, for Tenant's individual unit owners to place a mortgage or mortgages on their individual aircraft storage unit.

ARTICLE VIII REPAIRS AND MAINTENANCE

8.1 TENANT OBLIGATIONS From and after the date that possession of the Premises is delivered to Tenant and until the end of the Lease Term, Tenant shall keep the Premises and every part thereof in good order, condition, and repair, reasonable wear and tear and damage by casualty, as a result of condemnation, or as a result of the failure of Landlord to provide services required to be provided hereunder only excepted; and shall return the Premises to Landlord at the expiration or earlier termination of the Lease Term in such condition as set forth in Section 3.4 above. Notwithstanding any other provision in this Lease to the contrary, Tenant shall not be liable for any damage whatsoever to the Premises caused solely by any party other than the Tenant or its authorized agents, employees or invitees. If the tenant is partially responsible for any damage then

the tenant shall be held liable in an amount proportionate to its responsibility.

8.2 LANDLORD OBLIGATIONS Except as may be provided in Articles XII and XIII, Landlord agrees to keep in good order, condition, and repair the common areas serving the Premises, except that Tenant shall reimburse Landlord, as additional rent hereunder, for the costs of maintaining, repairing, or otherwise correcting any condition caused by an act, omission, neglect or default under this Lease of Tenant or any employee, agent, or contractor of Tenant or any other party for whose conduct Tenant is responsible. Without limitation, Landlord shall not be responsible to make any improvements or repairs other than as expressly provided in this Section 8.2, and Landlord shall not be liable for any failure to make such repairs unless Tenant has given notice to Landlord of the need to make such repairs and Landlord has failed to commence to make such repairs within a reasonable time thereafter. In the event that Landlord refuses to make such repairs within a reasonable time after notice by Tenant, Tenant may perform such repairs as it deems necessary and may deduct the cost thereof from the Rent due next after such repairs have been completed. This reasonable timeframe to make repairs shall include consideration of the time necessary to allow the landlord to comply with all public purchasing statutes, rules and regulations. Any repairs made by the tenant shall be done in accordance with any public construction statutes, rules and regulations to the extent the same are applicable to the tenant and project, and must be completed under the supervision and direction of the Airport Manager. If Landlord chooses to make improvements to the Airport, in its sole discretion, Landlord may assess an additional fee to Tenant for the costs incurred for such improvements, provided such assessments are applied equally and non-discriminatorily to all users of the airport unless specific circumstances, such as an improvement which solely benefits the Leased Premises, dictate otherwise. Landlord shall notify the Tenant in writing no less than six months before the assessment of such a fee, which shall be treated as Additional Rent hereunder. The assessment of such an additional fee shall not constitute a "Force Majeure" under Article 24.

8.3 SNOWPLOWING AND WEED CONTROL. The Landlord shall maintain the paved and stone apron areas of the Premises free from weeds and other vegetation by the application of herbicides or by other means and shall be responsible for the removal of snow and ice from all paved surfaces on the Premises in a non-discriminatory manner as to timing and so as to permit the same to be used for customary flight operations within a reasonable period of time after the accumulation of the same. In the event that Landlord fails to perform its obligations under this Section 8.3, Tenant may notify Landlord of its objection to such failure. In the event that such failure is not cured within a reasonable period of time, Tenant may take such measures as shall be necessary to correct such failure and the reasonable costs incurred by Tenant in taking such corrective measures shall be repaid by Landlord to Tenant within 10 days after submission of invoices for such work and if not repaid within such 10-day period, Tenant shall have the right to off-set such amount against the Base Rent, Additional Rent and/or other amounts due from Tenant

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under the Lease until such costs and expenses have been fully reimbursed. In no event shall this reimbursement exceed the amount of the Additional Rent. Landlord reserves the right to terminate its obligations under this Section by reasonable advance written notice to Tenant, if, but only if, Landlord ceases to provide snowplowing and weed control for the entire Airport property, in which event (a) the Tenant's obligation to pay Additional Rent as provided in Section 4.1(c) above shall cease and (b). Tenant shall have the right to plow and store snow on the airport infield in accordance with prior practice and shall have no obligation to remove snow to an offsite location.

ARTICLE IX SERVICES TO BE FURNISHED BY LANDLORD; UTILITIES

9.1 LANDLORD'S SERVICES The Landlord agrees to cause the parking areas, and walkways and common areas on the Airport to be kept clear of accumulations of dirt, litter, rubbish, ice and snow, cause the landscaping on the Airport to be kept in a neat and attractive condition, keep the parking areas on the Airport lighted as necessary from the hours of 6:00 a.m. until 8:00 p.m. and perform its obligations with respect to maintenance and repair set forth in Section 8.2 above. Except as expressly set forth in the preceding sentence, Tenant acknowledges that this is a fully net lease and agrees to contract separately for all utilities and building and other services required for Tenant's use and occupancy of the Premises hereunder. Upon the request of Tenant from time to time, Landlord shall use reasonable efforts to provide services at hours other than the times set forth above and Tenant shall reimburse Landlord as additional rent for the cost of such services within thirty (30) days after invoice therefor.

9.2 CAUSES BEYOND CONTROL OF THE LANDLORD The Landlord shall in no event be liable for failure to perform any of its obligations under this Lease when prevented from doing so by causes beyond its reasonable control, including without limitation labor dispute, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish services required under this Lease, or because of war or other emergency, or for any cause due to any act, neglect, or default of Tenant or Tenant's servants, contractors, agents, employees, licensees or any person claiming by, through or under Tenant, and in no event shall Landlord ever be liable to Tenant for any indirect, special or consequential damages under the provisions of this Section 9.2 or any other provision of this Lease. ~~In furtherance of the foregoing and not in limitation thereof, in no event shall Landlord be liable for the failure of a prior tenant of the Premises or any part thereof to vacate the Premises, and Tenant's sole and exclusive remedy on account thereof shall be an extension of the Term and Rent Commencement Dates for the amount of days by which the Term Commencement Date is delayed due to a previous tenant's failure to vacate the Premises or any portion thereof.~~

9.3 SEPARATELY METERED UTILITIES Tenant shall pay directly to the utility, as they become due, all bills for electricity, gas, water and sewer, and other utilities (whether they are used for furnishing heat or for other purposes) that are furnished to the Premises and now or hereafter separately metered or billed by the utility to the Premises. If any utilities used or consumed by Tenant are not separately metered, Tenant shall pay its allocable share of such utilities, based on use, as reasonably determined by Landlord, which shall be considered "other charges" under Section 4.1(b) above. Barring unusual circumstances, an allocation of utilities which are not separately metered based on Tenant's proportional square footage of the structure within which the Premises lie shall be considered a reasonable allocation of such utility charges.

ARTICLE X INDEMNITY

10.1 THE TENANT'S INDEMNITY The Tenant shall indemnify and save harmless Landlord, the directors, officers, agents, and employees of Landlord, against and from all claims, expenses, or liabilities of whatever nature (a) arising directly or indirectly from any default or breach by Tenant or Tenant's contractors, licensees, agents, servants, or employees under any of the terms or covenants of this Lease (including without limitation any violation of Landlord's Rules and Regulations and any failure to maintain or repair equipment or installations to be maintained or repaired by Tenant hereunder) or the failure of Tenant or such persons to comply with any rule, order, regulation, or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises, or Tenant's use thereof; or (b) arising directly or indirectly from any accident, injury, or damage, however caused, to any person or property, on or about the Premises; or (c) arising directly or indirectly from any accident, injury, or damage to any person or property occurring outside the Premises but on the Airport, where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission, or negligence on the part of Tenant, or Tenant's contractors, licensees, agents, servants, employees or customers, or anyone claiming by or through Tenant: provided, however, that in no event shall Tenant be obligated under this clause (c) to indemnify Landlord, the directors, officers, agents, or employees of Landlord, to the extent such claim, expense, or liability results from any omission, fault, negligence, or other misconduct of Landlord or the officers, agents, or employees of Landlord on or about the Premises.

This indemnity and hold harmless agreement shall include, without limitation, indemnity against all expenses, attorney's fees and liabilities incurred in connection with any such claim or proceeding brought thereon and the defense thereof with counsel reasonably acceptable to Landlord. At the request of Landlord, Tenant shall defend any such claim or proceeding directly on behalf and for the benefit of Landlord.

10.2 THE TENANT'S RISK The Tenant agrees to use and occupy the Premises and common

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areas of the Airport as Tenant is herein given the right to use at Tenant's sole risk; and Landlord shall have no responsibility or liability for any loss or damage, however caused, to furnishings, fixtures, equipment, or other personal property of Tenant or of any persons claiming by, through, or under Tenant except to the extent caused by Landlord or its contractors, licensees, agents, servants, employees or customers, or anyone claiming by, through or under Landlord.

10.3 INJURY CAUSED BY THIRD PARTIES The Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant, or its or their property, that may be occasioned by or through the acts or omissions of others using the Airport, or for any loss or damage from the breaking, bursting, crossing, stopping, or leaking of electric cables and wires, and water, gas, sewer, or steam pipes, or like matters, except as such injury may be caused in whole or in part by the negligent acts or omissions of the Landlord, its employees, agents or assigns. If the Landlord is partially responsible for any damage then the Landlord shall be held liable in an amount proportionate to its responsibility.

10.4 SECURITY Tenant agrees that, in all events, Tenant is responsible for providing security to the Premises and its own personnel.

10.5 COMMON AREAS AND FACILITIES OF THE CONDOMINIUM. Based upon a representation from the Tenant that Tenant is organized as an Organization of Unit Owners as defined Massachusetts General Laws, Chapter 183A, the parties agree, for claims arising out of common areas and facilities of the buildings upon the Premises, the individual aircraft storage unit users' obligation to indemnify the City under this Lease shall not exceed the limitations of G. L. c. 183A, Sec. 13. Additionally, the parties agree that the foregoing does not limit or reduce the responsibilities, duties, or obligations of the Tenant, as set forth elsewhere herein.

**ARTICLE XI
INSURANCE**

11.1 PUBLIC LIABILITY INSURANCE The Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, (a) a policy of commercial general liability insurance, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this Lease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises or arising out of the use of the Premises, including products liability, and completed operations liability, and (b) automobile liability insurance covering all owned vehicles, hired vehicles and all other non-owned vehicles. Each such policy shall designate Tenant as a named insured, shall be reasonably

satisfactory to Landlord, including, without limitation, the amount of any deductible thereunder, and Landlord, its managing agent, if any, and any mortgagees (as may be set forth in a notice given from time to time by Landlord) shall be named as additional insureds, as their interests appear.

Each such policy shall expressly provide that it shall not expire or be amended or canceled without at least thirty (30) days' prior written notice to Landlord in each instance and that the interests of Landlord thereunder or therein shall not be affected by any breach by Tenant of any policy provision, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be bodily injury and property damage combined single limit of \$1,000,000 per occurrence. The Landlord shall have the right from time to time to increase such minimum limits upon notice to Tenant, provided that any such increase shall provide for coverage in amounts similar to like coverage being carried on like property in the greater Worcester County.

11.2 HAZARD INSURANCE The Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the Lease Term, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy, reasonably satisfactory to Landlord, including, without limitation, the amount of any deductible thereunder, insuring any leasehold improvements paid for by Tenant and all fixtures, equipment, and other personal property of Tenant against damage or destruction by fire or other casualty in an amount equal to the full replacement cost of such property. Tenant shall also maintain insurance against such other hazards as may from time to time reasonably be required by Landlord or the holder of any mortgage on the Premises, provided that such insurance is customarily carried in the area in which the Premises are located on similar property and that Tenant receives written notice specifying all such additional insurance as may be required. At Landlord's request, any such policies of insurance shall name any such mortgagee as loss payee under a standard mortgagee's clause. Notwithstanding any other provision this section to the contrary, the amount of such insurance, if any, for Tenant's Personal property is and shall be at Tenant's sole discretion.

ARTICLE XII CASUALTY

12.1 DEFINITION OF "SUBSTANTIAL DAMAGE" AND "PARTIAL DAMAGE" The term "substantial damage," as used herein, shall refer to damage which is of such a character that in Landlord's reasonable, good faith estimate the same cannot, in ordinary course, be expected to be repaired within 60 calendar days from the time that such repair work would commence. Any damage which is not "substantial damage" is "partial damage."

12.2 PARTIAL DAMAGE TO THE AIRPORT If during the Lease Term there shall be partial

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damage to the Airport by fire or other casualty and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, Landlord shall promptly proceed to restore the Airport to substantially the condition in which it was immediately prior to the occurrence of such damage.

12.3 SUBSTANTIAL DAMAGE TO THE AIRPORT If during the Lease Term there shall be substantial damage to the Airport by fire or other casualty and if such damage shall materially interfere with Tenant's use of the Premises as contemplated by this Lease, Landlord shall promptly restore the Airport to the extent reasonably necessary to enable Tenant's use of the Premises, unless Landlord, within ninety (90) days after the occurrence of such damage, shall give notice to Tenant of Landlord's election to terminate this Lease. The Landlord shall have the right to make such election in the event of substantial damage to the Airport whether or not such damage materially interferes with Tenant's use of the Premises. If Landlord shall give such notice, then this Lease shall terminate as of the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof. If Landlord has not restored the Airport to the extent required under this Section 12.3 within nine (9) months after the date of such damage or destruction, such nine month period to be extended to the extent of any delays of the completion of such restoration due to matters beyond Landlord's reasonable control, or if the Airport shall be substantially damaged during the last nine (9) months of the Lease Term then, in either such case, Tenant may elect to terminate this Lease by giving written notice of such election to Landlord within thirty (30) days after the end of such nine-month period and before the substantial completion of such restoration. If Tenant so elects to terminate this Lease, then this Lease and the term hereof shall cease and come to an end on the date that is thirty (30) days after the date that Landlord receives Tenant's termination notice, unless on or before such date Landlord has substantially completed such restoration. Upon such termination, damages shall be calculated in accordance with Article XXV.

12.4 ABATEMENT OF RENT If during the Lease Term the Airport shall be damaged by fire or casualty and if such damage shall materially interfere with Tenant's use of the Premises or with the use of the Airport for customary aviation purposes as contemplated by this Lease, a just proportion of the Base Rent payable by Tenant hereunder shall abate proportionately for the period in which, by reason of such damage, there is such interference with Tenant's use of the Premises, having regard to the extent to which Tenant may be required to discontinue Tenant's use of the Premises, but such abatement or reduction shall end if and when Landlord shall have substantially restored the Airport or so much thereof as shall have been originally constructed by Landlord (exclusive of any of Tenant's improvements) to substantially the condition in which the Premises were prior to such damage.

12.5 MISCELLANEOUS In no event shall Landlord have any obligation to make any repairs

or perform any restoration work under this Article XII if prevented from doing so by reason of any cause beyond its reasonable control, including, without limitation, the requirements of any applicable laws, codes, ordinances, rules, or regulations, the refusal of the holder of a mortgage or ground lease affecting the premises to make available to Landlord the net insurance proceeds attributable to such restoration, or the inadequacy of such proceeds to fund the full cost of such repairs or restoration, but reasonably promptly after Landlord ascertains the existence of any such cause, it shall either terminate this Lease or waive such condition to its restoration obligations and proceed to restore the Premises as otherwise provided herein. Further, Landlord shall not be obligated in any event to make any repairs or perform any restoration work to any alterations, additions, or improvements to the Premises performed by or for the benefit of Tenant (all of which Tenant shall repair and restore) or to any fixtures in or portions of the Premises or the Airport which were constructed or installed by or for some party other than Landlord or which are not the property of Landlord. Upon substantial damage to the Premises which materially interferes with Tenant's use of the Premises as contemplated under this Lease, the Tenant may elect to terminate this Lease rather than repair or restore the Premises, but would have the right to clean the Premises and remove debris. In such case, no damages for the remaining term of the Lease would be payable.

12.6 TEMPORARY SPACE. In the event of damage to the Airport, whether Partial or Substantial as defined herein, the Landlord shall make every effort reasonable to provide Tenant temporary space at the Fitchburg Municipal Airport from which it may conduct its Permitted Uses until the Tenant may reoccupy the Premises, or this Lease is otherwise terminated under the provisions hereof. Nothing herein will require Tenant to be relocated to any portion of the airport which is not approved for occupancy under Tenant's particular use.

ARTICLE XIII EMINENT DOMAIN

13.1 RIGHTS OF TERMINATION FOR TAKING If the Premises, or such portion thereof as to render the balance (if reconstructed to the maximum extent practicable in the circumstances) physically unsuitable for Tenant's purposes, shall be taken (including a temporary taking in excess of 180 days) by condemnation or right of eminent domain or sold in lieu of condemnation, Landlord or Tenant may elect to terminate this Lease by giving notice to the other of such election not later than thirty (30) days after Tenant has been deprived of possession.

Further, if so much of the Premises shall be so taken, condemned or sold or shall receive any direct or consequential damage by reason of anything done pursuant to public or quasi-public authority such that continuation of this Lease would, in Landlord's opinion, be uneconomical for Landlord, Landlord may elect to terminate this Lease by giving notice to Tenant of such election not later than thirty (30) days after the effective date of such taking.

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13.2 PAYMENT OF AWARD Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceedings a claim for the value of any of Tenant's improvements on the Premises by Tenant at Tenant's expense and for relocation expenses.

13.3 ABATEMENT OF RENT In the event of any such taking of the Premises, the Base Rent or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated, as appropriate and equitable in the circumstances.

ARTICLE XIV DEFAULT

The provisions of this Article XIV are subject to the rights of individual unit owners contained in M.G.L. c. 183A, §8.

14.1 TENANT'S DEFAULT

(a) If at any time any one or more of the following events (herein referred to as a "Default of Tenant") shall occur:

- (i) Tenant shall fail to make payment of rent or any other monetary amount due under this lease within five (5) days after Landlord has sent to Tenant notice of such default. However, if: (A) Landlord shall have sent to Tenant a notice of such default, even though the same shall have been cured and this Lease not terminated; and (B) during the lease year in which said notice of default has been sent by Landlord to Tenant, Tenant thereafter shall default in any monetary payment, the same shall be deemed to be a Default of Tenant upon Landlord giving Tenant written notice thereof, within the five (5) day grace period set forth above; or
- (ii) Tenant shall fail to perform or observe any other covenant or provision herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same within thirty (30) days after notice to Tenant specifying such neglect or failure, or, if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly to remedy the same and to prosecute such remedy to completion with diligence and continuity.

However, if (A) Landlord shall have sent to Tenant two notices of such default, even though the same shall have been cured and this Lease is not terminated; and (B) during the lease year in which said notices of default have been sent by Landlord to Tenant, and the Tenant thereafter shall default in any nonmonetary matter, the same shall be deemed to be a Default of Tenant upon Landlord giving Tenant written notice thereof, and Tenant shall have a ten (10) day grace period within which to

cure the same; or

(iii) ~~except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts; or~~

(iv) Tenant shall vacate or abandon the Premises, then, in any such case, Landlord may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate, and expel Tenant and those claiming by, through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies that might otherwise be used for arrears of rent or preceding breach of covenant and/or Landlord may terminate this Lease by notice to Tenant and this Lease shall come to an end on the date of such notice as fully and completely as if such date were on the date herein originally fixed for the expiration of all terms of this Lease (Tenant hereby waiving any rights of redemption, if any, under G.L. c. 186, § 11 to extent that such rights may be lawfully waived), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as herein provided. To the extent permitted by law, Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease. In the event of any such termination, entry or re-entry, Landlord shall have the right to remove and store Tenant's property and that of persons claiming by, through or under Tenant at the sole risk and expense of Tenant and, if Landlord so elects, to sell such property at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant and pay the balance, if any, to Tenant, or to dispose of such property in any manner in which Landlord shall elect, Tenant hereby agreeing to the fullest extent permitted by law that it shall have no right, title or interest in any property remaining in the Premises after such termination, entry or reentry.

(b) Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or reentry by Landlord, whether by summary proceedings, termination or otherwise,

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to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would become due under the terms of this Lease if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be re-let or remain vacant, in whole or in part, or for a period less than the remainder of the Term, or for the whole thereof; but in the event the Premises be re-let by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in re-letting, after deduction of all expenses incurred in re-letting the Premises (including, without limitation, remodeling costs, brokerage fees, attorney fees and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total Rent and other benefits that would have accrued to Landlord under this Lease for the remainder of the Lease Term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the Premises for what would be the then unexpired Lease Term if the same remained in effect.

(c) In case of any Default of Tenant, reentry, entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms that may at Landlord's option be equal to or less than or exceed the period that would otherwise have constituted the balance of the Lease Term and may grant concessions or free rent to the extent that Landlord considers advisable or necessary to re-let the Premises and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary for the purpose of re-letting the Premises; and no action by Landlord in accordance with the foregoing shall operate or be construed to release Tenant from liability hereunder as aforesaid. It is specifically understood and agreed that Landlord shall be entitled to take into account in connection with any re-letting of the Premises all relevant factors that would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting, and Tenant hereby waives, to the extent permitted by applicable law, any obligation Landlord may have to mitigate Tenant's damages. The Landlord agrees to list the Premises with a broker in the event of a termination, entry or reentry under this Article XIV, provided that Landlord's obligation to list the Premises as provided herein is independent of Tenant's obligations under this Article XIV and shall not be construed to entitle Tenant to set-off against any amounts payable by Tenant hereunder in the event of a breach or alleged breach by Landlord of such obligation. In no event shall Landlord be obligated to give priority to the re-letting of the Premises over any other premises owned by Landlord.

(d) ~~If there is at any time a guarantor or assignee of this Lease or any interest of Tenant herein or any sublessee, franchisee, concessionee or licensee of all or any portion of the Premises, the~~

~~happening of any of the events described in paragraph (a)(iii) of this Section with respect to such guarantor, assignee, sublessee, franchisee, concessionee or licensee shall constitute a Default of Tenant hereunder.~~

(e) The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may, at any time, be entitled lawfully and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

(f) All costs and expenses incurred by or on behalf of Landlord (including, without limitation, attorney fees and expenses) in enforcing its rights hereunder or occasioned by any Default of Tenant shall be paid by Tenant.

(g) Upon any Default of Tenant, or the expiration or termination of this Lease, Landlord shall have the right of summary process under G.L. c. 239, or other applicable statutes, and such other rights to recover possession as permitted by law. Tenant and Landlord each hereby waives any and all rights under the laws of any state to the right, if any, to trial by jury. Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy, insolvency or like proceedings by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than, equal to or less than the amount of the loss or damages referred to above.

(h) Notwithstanding any provision herein, LANDLORD shall have a duty to mitigate any losses or damages

14.2 LANDLORD'S DEFAULT Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying wherein Landlord has failed to perform any such obligation.

ARTICLE XV THE LANDLORD'S ACCESS TO PREMISES

15.1 THE LANDLORD'S RIGHT OF ACCESS The Landlord and its agents, contractors and employees shall have the right to enter the Premises at all reasonable hours upon reasonable advance notice, except in exigent circumstances, or any time in case of emergency, for the purpose of inspecting or of making repairs or alterations, to the Premises, and Landlord shall also have the right to make access available at all reasonable hours to prospective or existing mortgagees or purchasers of any part of the Premises. ~~To assure access by Landlord to the~~

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~~Premises, Tenant shall provide Landlord with duplicate copies of all keys used by Tenant in providing access to the Premises.~~

For a period commencing twelve (12) months prior to the expiration of the Lease Term, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

**ARTICLE XVI RIGHTS OF
MORTGAGEES****16.1 SUBORDINATION AND ATTORNMENT**

(a) Forthwith upon the request of Landlord or the holder of any mortgage or deed of trust affecting the Premises, Tenant shall execute and deliver to such party an attornment agreement providing that Tenant shall attorn to such holder or lessor in the event of a foreclosure of such mortgage or deed of trust or transfer in lieu thereof or a termination of such ground lease and incorporating such other terms and conditions as such party may reasonably require, provided that such agreement includes an agreement by such other party to recognize the rights of Tenant under this Lease. Irrespective of whether any such attornment agreement has been executed, Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Landlord, its successors or assigns, encumbering the Premises, or any part thereof or upon any grant of a deed in lieu of foreclosure and recognize such purchaser as Landlord under this Lease.

(b) Tenant agrees on request of Landlord to execute and deliver from time to time any instrument that Landlord may reasonably deem necessary to implement the provisions of this Section 16.1.

16.2 NOTICE TO MORTGAGEE; OPPORTUNITY TO CURE After receiving notice from any person, firm or other entity (or from Landlord on behalf of any such person, etc.) that it holds a mortgage that includes the Premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder, and the curing of any of Landlord's defaults by such holder shall be treated as performance by Landlord. Accordingly, no act or failure to act on the part of Landlord that would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder shall have such an effect unless and until:

(a) Tenant shall have first given written notice to such holder, if any, specifying the act or failure to act on the part of Landlord that could or would give basis to Tenant's rights; and

- (b) Such holder, after receipt of such notice, has failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 16.2 or elsewhere in this Lease shall be deemed to impose any obligation on any such holder to correct or cure any such condition.

16.3 ASSIGNMENT OF RENTS With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property that includes the Premises, Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by notice sent to Tenant, specifically otherwise elect; and (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.

ARTICLE XVII EMERGENCY TERMINATION OR SUSPENSION BY LANDLORD

17.1 EMERGENCY TERMINATION Notwithstanding any provision to the contrary, if, in the Landlord's sole discretion, there is an emergency situation, including but not limited to a danger to public health or safety, a danger to public or private property, a danger to public air travel, a failure to comply with any federal, state or local law, or FAA or Massachusetts DOT Aeronautics Division regulation such that the Fitchburg Municipal Airport could be ordered closed, whether temporarily or permanently, or could be fined or otherwise penalized, the Landlord may, without waiving any other right or remedy it may have, terminate or suspend this Lease, in whole or in part, and shall be required to give only such notice as was actually given. In such event, Rent and other payments shall be suspended or abated in proportion to the diminution of rights of the Tenant. By such action, neither the Landlord nor the City of Fitchburg shall be liable to the Tenant, or to any of its officers, employees, tenants, subtenants, contractors, subcontractors, agents, invitees, or any other individual or entity related thereto. In the event of such termination or suspension, the Landlord and its designee may take over all or any portion of the services being provided under this Lease by the Tenant unless Landlord's action is determined by a court of competent jurisdiction to have been arbitrary or capricious and not supported by fact.

17.2 PRECLUSION OF DAMAGES The Landlord's suspension or termination of this Lease, in whole or in part, in accordance with this Section shall preclude the Tenant's recovery of damages against the Landlord or the City of Fitchburg or their respective officers, attorneys, employees or agents, relating to or arising from said suspension or termination, including but not limited to any and all costs of relocation, lost profits, lost opportunity, or any other direct, indirect, consequential, or incidental loss.

ARTICLE XVIII FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

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18.1 NONEXCLUSIVE USE Nothing herein contained shall be construed to grant to Tenant any exclusive right to the use of the Fitchburg Municipal Airport or any of its facilities within the meaning of Section 308 of the Federal Aviation Act of 1958, nor shall anything contained herein be construed to prevent Landlord from entering into a similar lease with any other person, firm or corporation; except that the Tenant and its Unit Owners shall have the exclusive right to use the interior of the structures on the Premises for their intended use, subject to the applicable terms and provisions of this Lease.

18.2 SUBORDINATION This Lease shall be subordinate to the provision of any existing or future agreements and grant assurances between Landlord and the United States of America and/or the Commonwealth of Massachusetts relative to the Airport. Tenant acknowledges that it is aware of all such agreements and grant assurances or has the ability to request the same from Landlord. This shall specifically include, but shall not be limited to, Executive Order 13513 and DOT Order 3902.10 on Text Messaging While Driving, under which Tenant is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Tenant.
- (b) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

18.3 NATIONAL EMERGENCY During the time of war or other national emergency declared by the President of the United States, Landlord shall have the right to lease the landing area and other facilities of the Fitchburg Municipal Airport or any part thereof to the United States for military or normal use for the duration of such national emergency. The term of the Lease, insofar as it is inconsistent with the terms of any such lease entered into with the United States or the Commonwealth of Massachusetts, shall be suspended during the period of such national emergency.

Tenant shall have the option, at any time during such period of national emergency, of terminating the Lease by giving Landlord ninety (90) days advance notice of its intention to terminate by certified mail.

ARTICLE XIX
FEDERALLY REQUIRED NON-DISCRIMINATION PROVISION

19.1 NONDISCRIMINATION The Tenant for itself, its personal representatives, successor

in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the Premises, that, (1) no person on the grounds of race, color, gender, religion, national origin or other protected class shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such Premises and the furnishings of services thereon, no person on the grounds of race, color, gender, religion, national origin or other protected class shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A Office of the Secretary of State, Part

21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

19.2 **SERVICES AND CHARGES.** Tenant agrees that in the exercise of the rights and privileges herein granted for the furnishing of aeronautical services to the public that it shall:

- (a) Furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and
- (b) Charge a fair, reasonable, and not unjustly discriminatory price for each unit or service; provided, that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

19.3 **REMEDY** In the event of a breach of any of the above non-discrimination covenants, after forty-five (45) days' written notice remaining uncured, Landlord shall have the right to terminate the Lease, and to reenter and repossess the said Premises and all facilities and improvements thereon, and hold the same as if the Lease had never been made or issued.

ARTICLE XX TENANT'S USE OF AIRPORT

20.1 **AIRPORT USE** Tenant agrees that Tenant shall comply with the laws, rules and regulations of the Federal Aviation Administration (FAA) and the Massachusetts Aeronautics Commission (MAC).

ARTICLE XXI INGRESS AND EGRESS

21.1 **ACCESS** Tenant and the Unit Owners shall have at all times the full and free right of ingress and egress to the Premises and the improvements and facilities referred to herein, for the Tenant, the Unit Owners and their employees, guests, and other invitees, including persons supplying materials or furnishing services to Tenant and also, including the use of vehicles, machinery and

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equipment reasonably required for such supply or service.

ARTICLE XXII AGENCY

22.1 NO AGENCY Tenant shall not at any time during the period of this Lease or any extension thereof act as agent, servant, or employee of the Landlord, unless requested and duly authorized by the Fitchburg Airport Commission

ARTICLE XXIII MISCELLANEOUS PROVISIONS

23.1 CAPTIONS The captions throughout this Lease are for convenience or reference only and shall in no way be held or deemed to define, limit, explain, describe, modify, or add to the interpretation, construction, or meaning of any provision of this Lease.

23.2 BIND AND INURE Except as herein otherwise expressly provided, the obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. ~~The reference herein to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as required by the provisions of Article VII.~~ Neither the assignment by Landlord of its interest in this Lease as security to a lender holding a mortgage, nor the acceptance thereof by such lender, nor the exercise by such lender of any of its rights pursuant to said assignment shall be deemed in any way an assumption by such lender of any of the obligations of Landlord hereunder unless such lender shall specifically otherwise elect in writing or unless such lender shall have completed foreclosure proceedings under said mortgage. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually.

23.3 NO WAIVER The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed to be a waiver of such violation or to prevent a subsequent act, which would originally have constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed to be a waiver of such breach by Landlord unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

23.4 NO ACCORD AND SATISFACTION No acceptance by Landlord of a lesser sum than the minimum and additional rent then due shall be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed to be an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease or at law or in equity provided.

23.5 CUMULATIVE REMEDIES The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenants, conditions or provisions. Except as otherwise set forth herein, any obligations of Tenant as set forth herein (including, without limitation, rental and other monetary obligations, repair obligations and obligations to indemnify Landlord) shall survive the expiration or earlier termination of this Lease, and Tenant shall immediately reimburse Landlord for any expense incurred by Landlord in curing Tenant's failure to satisfy any such obligation (notwithstanding the fact that such cure might be effected by Landlord following the expiration or earlier termination of this Lease).

23.6 PARTIAL INVALIDITY If any term or provision of this Lease or any portion thereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Lease and of such term or provision and the those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23.7 LANDLORD'S RIGHT TO CURE If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and/or to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing any such obligations, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the Lease Interest Rate) and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

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23.8 ESTOPPEL CERTIFICATES

(a) Tenant agrees on the Term Commencement Date and from time to time thereafter, upon not less than fifteen (15) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing, certifying that this Lease is unmodified and in full force and effect, that Tenant has no defenses, offsets or counterclaims against its obligations to pay rent and other charges required under this Lease and to perform its other covenants under this Lease and that to the best of Tenant's knowledge having made reasonable inquiry, there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect, as modified, and stating the modifications, and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Rent and other charges have been paid. Any such statement delivered pursuant to this Section 23.8(a) may be relied upon by any prospective purchaser or mortgagee of the property which includes the Premises or any prospective assignee of any such mortgagee.

(b) Landlord agrees, upon not less than fifteen (15) days' prior written request by Tenant or any Unit Owner, to execute, acknowledge and deliver to the requesting party, a statement in writing, certifying that this Lease is unmodified and in full force and effect, and that to the best of Landlord's knowledge having made reasonable inquiry, there are no uncured defaults of the Tenant or the Requesting Unit Owner, or if there are any uncured defaults, setting them forth in reasonable detail. Any such statement delivered pursuant to this Section 23.8(b) may be relied upon by any prospective purchaser or mortgagee of any unit of the Fitchburg Airport Condominium.

23.9 BROKERAGE Each party hereto warrants and represents that it has dealt with no real estate broker or agent in connection with this transaction and agrees to defend, indemnify and save the other party harmless from and against any and all claims for commissions or fees arising out of this Lease which, as to the respective parties, are inconsistent with such party's warranties and representations. Landlord shall be responsible for any commissions or fees owed to any Broker in connection with this transaction in accordance with a separate agreement between Broker and Landlord.

23.10 ENTIRE AGREEMENT. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and this Lease expressly supersedes any proposals or other written documents relating hereto. This Lease may be modified or altered only by written agreement between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof.

23.11 HOLDOVER. If Tenant remains in the Premises after the termination of this Lease, by its own terms or for any other reason, such holding over shall not be deemed to create any tenancy,

but Tenant shall be a tenant at sufferance only, at a daily rate equal to one hundred ten percent (110%) of the Rent applicable immediately prior to such termination plus the then applicable additional rent and other charges under this Lease for the first year of holdover, and thereafter at a daily rate equal to one hundred and fifty percent (150%) of the Rent applicable immediately prior to such termination plus the then applicable additional rent and other charges under this Lease. Tenant shall also pay to Landlord all damages, direct or indirect, sustained by Landlord by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.

23.12 COUNTERPARTS. This Lease is executed in any number of counterparts, each copy of which is identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies.

23.13 CONSTRUCTION AND GRAMMATICAL USAGE This Lease shall be governed, construed and interpreted in accordance with the laws of The Commonwealth of Massachusetts, and Tenant agrees to submit to the personal jurisdiction of any court (federal or state) in said Commonwealth for any dispute, claim or proceeding arising out of or relating to this Lease. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so admits or requires. If there be more than one party tenant, the covenants of Tenant shall be the joint and several obligations of each such party and, if Tenant is a partnership, the covenants of Tenant shall be the joint and several obligations of each of the partners and the obligations of the firm.

Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.

23.14 WHEN LEASE BECOMES BINDING Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

23.15 SECURITY DEPOSIT ~~If, in Section 1.2 hereof, a security deposit is specified, Tenant agrees that the same will be paid upon execution and delivery of this Lease, and that Landlord shall~~

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~~hold the same, throughout the term of this Lease, as security for the performance by Tenant of all obligations on the part of Tenant to be kept and performed. In no event shall said security deposit be deemed to be a prepayment of rent nor shall it be considered a measure of liquidated damages. Landlord shall have the right from time to time without prejudice to any to cure a default by Tenant hereunder or Landlord's damages arising from any default on the part of Tenant. If any amount of such deposit is so applied, Tenant shall pay the amount so applied to Landlord upon demand therefor. Tenant not then being in default, Landlord shall return the deposit, or so much thereof as shall not have theretofore been applied in accordance with the terms of this Section 23.15 to Tenant on the expiration or earlier termination of the Lease Term and surrender of possession of the Premises by Tenant to Landlord. While Landlord holds such deposit, Landlord shall have no obligation to pay interest on the same and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys Landlord's interest under this Lease, the deposit or any part thereof not previously applied may be turned over by Landlord to Landlord's grantee, and if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this Section 23.15 and the return thereof in accordance herewith.~~

~~Neither a successor landlord nor the holder of a mortgage which includes the Premises shall ever be responsible to Tenant for the return or application of any such deposit, whether or not it succeeds to the position of Landlord hereunder, unless such deposit shall have been received in hand by such successor or holder.~~

23.16 ENFORCEMENT EXPENSES Each party shall bear their own costs fees and expenses (including, without limitation, attorneys' fees and costs) incurred arising out of or resulting from any act or omission by either party with respect to this Lease or the Premises, including without limitation, any breach by either party of its obligations hereunder, irrespective of whether party resorts to litigation as a result thereof.

23.17 NO SURRENDER The delivery of keys to any employee of Landlord or to Landlord's agents or employees shall not operate as a termination of this Lease or a surrender of the Premises.

23.18 COVENANT OF QUIET ENJOYMENT Subject to the terms and provisions of this Lease and on payment of the Rent, additional rent, and other sums due hereunder and compliance with all of the terms and provisions of this Lease, Tenant shall lawfully, peaceably and quietly have, hold, occupy, and enjoy the Premises during the term hereof, without hindrance or ejection by Landlord or by any persons claiming under Landlord, subject to the emergency exceptions provided for previously in this Agreement; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

23.19 NO PERSONAL LIABILITY

(a) The Tenant agrees to look solely to Landlord's then equity interest in the Premises at the time owned, or in which Landlord holds an interest as ground lessee, for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee, or other fiduciary) nor any partner, policyholder, officer, manager, member, shareholder or director of Landlord, nor any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

(b) The Landlord agrees, without limitation, to look solely to the assets of Tenant for the recovery of any judgment of Landlord from the Tenant, it being agreed that no Trustee shall ever be personally liable for any such judgment or for the payment to Landlord of any monetary obligation of the Tenant.

23.20 LIMITATION. Nothing herein shall abrogate the application of Massachusetts General Laws Chapter 258, as the same may be amended from time to time.

23.21 REASONABLENESS. Throughout this Agreement, whenever either Tenant or Landlord is given the right to seek recovery of costs, expenses or attorney's fees, recovery of such costs, expenses and attorney's fees shall be limited to those which are reasonable in nature.

23.22 NOTICES Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the following addresses or at such other addresses as the parties shall designate from time to time by written notice:

Landlord: Vincent Pusateri
City Solicitor
Fitchburg City Hall
166 Boulder Drive
Fitchburg, MA 01420

With a copy to: A.J. Tourigny
Mayor's Chief of Staff
166 Boulder Drive
Fitchburg, MA 01420

Tenant: Fitchburg Aircraft Condominium Trust
PO Box 698, Boylston, MA 01505-0698

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ARTICLE XXIV FORCE MAJEURE

24.1 Neither party shall be liable to the other or deemed to be in breach under this Lease for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

24.2 It is agreed, however, that since the rights and obligations set forth in this Lease are important, continued failure to perform for periods aggregating ninety (90) days or more, even for causes beyond the control of party failing to perform, shall be deemed to render performance impossible and the other party shall thereafter have the right to terminate this Lease in accordance with the provisions set forth herein.

24.3 If the Tenant is the terminating party under this provision, it shall give Landlord thirty (30) days advanced notice of its intention to terminate by certified mail and shall remove its personal property and such improvements as the Landlord determines it does not wish to retain, within said thirty (30) days of notice to do so. Tenant shall be removed from all liability for future rent, upon vacating the Premises on the date specified in such notice and paying all Rent and any other monies due, and shall remove its personal property and such improvements as the Landlord determines it does not wish to retain, within thirty (30) days of notice to do so.

24.4 If the Landlord is the terminating party under this provision, it shall give the Tenant as much advance notice, in writing, as practicable under the circumstances. The Landlord's termination of this Lease in accordance with this Section shall preclude the Tenant's recovery of damages against the Landlord or the City of Fitchburg or their respective officers, attorneys, employees or agents, relating to or arising from said termination or the underlying Force Majeure circumstance or event, including but not limited to any and all costs of relocation, lost profits, lost opportunity, or any other direct, indirect, consequential, incidental loss. In the event of damages hereunder the parties shall attempt, in good faith, to negotiate a resolution of the damages issue.

ARTICLE XXV TERMINATION FOR CONVENIENCE

25.1 TERMINATION FOR CONVENIENCE. Notwithstanding any other provision of this Lease, the Landlord reserves the right at any time in its absolute discretion to suspend or terminate this Lease in whole or in part for its convenience upon written notice to the Landlord. If any

portion of this Lease so suspended is not recommenced by written notice of the Landlord within the time period specified in the written notice of suspension, the suspended portion of this Lease shall thereupon be deemed terminated as to that portion for the convenience of the Landlord in accordance with this provision. Neither the Landlord nor the City of Fitchburg shall incur liability by reason of such termination for convenience. The Tenant shall have no right to recover damages against the Landlord or the City of Fitchburg or their respective officers, attorneys, employees or agents, relating to or arising from said termination or suspension under this provision, including but not limited to any and all costs of relocation, lost profits, lost opportunity, or any other direct, indirect, consequential, or incidental loss. The City expressly agrees that it shall not exercise its right as set forth in this section to terminate for its convenience for twenty (20) years from the date of this Lease. Thereafter, if the City exercises its rights under this section, the City shall pay to the then unit owners either their original purchase price plus one and three quarters (1.75 %) percent per year for each year, or part thereof, said owner held the unit, or the fair market value at the time of such termination, whichever is less, taking into account the maximum remaining term of this Lease, including any Extension Term, at the time of such termination.

ARTICLE XXVI EXECUTION

26.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement. This Agreement is subject to City Council approval or authorization of the City's Mayor to execute the same.

IN WITNESS WHEREOF, the City of Fitchburg, has caused its corporate seal to be affixed hereto and these presents to be signed in its name on its behalf by its Mayor, Stephen L. DiNatale, by Jack Naylor, the Chairperson of the Fitchburg Airport Commission, thereto duly authorized, by the Fitchburg Airport Manager, and the Trustees of the Fitchburg Aircraft Condominium Trust under their hands and seals as of the _____ day of _____, 2018.

TENANT:

FITCHBURG AIRCRAFT CONDOMINIUM TRUST

By: _____
Eric B. Sheffels, Trustee

By: _____
David Murphy, Trustee

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By: _____
Curtis Hoffman, Trustee

LANDLORD:

Fitchburg Airport Commission

Jack Naylor, Chairperson

Scott Ellis, Fitchburg Airport Manager

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EXHIBIT A: PLAN SHOWING THE PREMISES

EXHIBIT B: TERM COMMENCEMENT DATE AGREEMENT

EXHIBIT C: SCHEDULE OF TENANT HAZARDOUS WASTE

EXHIBIT D: RECITALS AND SPECIFIC PROVISIONS

EXHIBIT E: REMAINING LIEBFRIED UNITS

City of Fitchburg,..... May 15, 2018.....

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EXHIBIT A
(To Be Inserted)

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EXHIBIT B
TERM COMMENCEMENT DATE AGREEMENT

The parties hereto agree that the Effective Date of this Amended and Restated Ground Lease is January 1, 2018, and that as of the execution hereof the provisions regarding payment of Rent and Additional Rent shall apply as of January 1, 2018, and that all amounts paid prior to this date shall be accepted as all Rent due prior to January 1, 2018, except for the amount due of \$_____ which shall be paid in full upon the date of the execution of this Amended and Restated Ground Lease.

City of Fitchburg,..... May 15, 2018

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EXHIBIT C
SCHEDULE OF HAZARDOUS WASTE

Tenant hereby states and avers that the following is a full and complete list of the items of Hazardous Waste now kept or intended to be kept upon the Premises:

None, other than those items as are customarily used in connection with the customary maintenance, use and operation of private aircraft.

EXHIBIT D
RECITALS AND SPECIFIC
PROVISIONS

I. RECITALS OF INTENTION. The following recitals of the intentions of the parties shall apply to the entirety of the preceding Lease Agreement.

WHEREAS, the Landlord operates the Fitchburg Municipal Airport for the City of Fitchburg, Massachusetts;

WHEREAS, Landlord leased certain land in its custody and control to Andrew Leibfried as Trustee of Liebfried Realty Trust ("Leibfried") pursuant to a certain Lease dated June 25, 2003 recorded with the Registry in Book 4984, Page 280 (the "Original Lease");

WHEREAS, the Tenant is the successor to Leibfried's interest as lessee pursuant to the Original Lease by virtue of a certain "Sublease Agreement Fitchburg Aircraft Condominium" by Liebfried dated April 12, 2004 recorded with said Deeds in Book 5213, Page 145 (the "Sublease") and a certain unrecorded Assignment of Lease from Liebfried to the Tenant dated April 12, 2004 (the "Assignment") as confirmed by instrument dated October 13, 2011 recorded with the Registry in Book 7515, Page 1 (the "Confirmatory Assignment");

WHEREAS, the Landlord hereby acknowledges that it has consented to the assignment of the Original Lease to the Tenant;

WHEREAS, the Tenant is the current Unit Owner's Organization for the owners of units (the "Unit Owners") in the Fitchburg Airport Condominium Trust created by Master Deed dated April 12, 2004, recorded with said Deeds in Book 5213, Page 123, as amended by instruments of record;

WHEREAS, the Tenant represents to the Landlord that it has the authority to enter into this Amended and Restated Lease Agreement on behalf of the said Fitchburg Aircraft Condominium Trust and the Unit Owners thereunder;

WHEREAS, the Landlord and the Tenant acknowledge and agree that the premises leased pursuant to the Original Lease and leased hereunder consists of 212,298 square feet of land as more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter the "Premises");

WHEREAS, the Landlord and the Tenant acknowledge and agree that the Landlord

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acknowledges and agrees that this Amended and Restated Ground Lease has been entered into to permanently resolve disputes which have been ongoing between the Parties regarding the Original Lease and certain encroachments thereon, and that by executing this Lease both parties waive any and all claims they may have against the other for any and all causes of action which may have accrued up to the date of the execution of this Restated Lease, and no party hereto has any claim under the Original Lease to any other party hereto.

WHEREAS, Leibfried has previously constructed building(s) and other improvements as appurtenant and necessary for the permitted uses set forth in the Lease Agreement which, upon their completion and the Liebfried's compliance with the other terms and conditions set forth herein, Liebfried has conveyed, transferred or assigned its interest to the Tenant and/or the Unit Owners as permitted under the terms of the Original Lease and this Lease Agreement;

WHEREAS, the Tenant is the Organization of Unit Owners for the owners of the aircraft storage units (defined for the purposes of this Lease Agreement, as an enclosed designated space appropriate for the storage of a single aircraft) of the Fitchburg Aircraft Condominium is formally organized with officers, bylaws and rules and regulations so as to form a single legal entity with which the Landlord may contract and that shall be responsible to satisfy the duties and obligations set forth herein;

WHEREAS, this Lease Agreement is subject to the approval of the Mayor and the City Council of the City of Fitchburg and by the owners of the Units of the Fitchburg Aircraft Condominium;

NOW THEREFORE, the parties state that in consideration of the covenants contained in the Lease Agreement and the intentions and interests recited above, the Landlord does hereby lease, demise and let unto the Tenant the use and occupancy of the Premises.

I. RESERVATION OF RIGHTS REGARDING LIEBFRIED. Notwithstanding the above approval for assignment or any provision in this Lease to the contrary, the Landlord hereby shall not release but instead affirmatively reserves its rights, for itself and for the City of Fitchburg, as against Liebfried and any and all successors and/or assigns (the "Liebfried Parties") for any damages, liability or loss resulting directly or indirectly from any action or inaction, negligence or willful conduct by Liebfried, its officers, agents, employees, tenants, subtenants, contractors, subcontractors, or invitees relating in any way to this Lease or the Premises. Neither the Trustees of the Fitchburg Aircraft Condominium Trust nor the owners of Units of the Fitchburg Aircraft Condominium and their successors and assigns shall be considered to be Liebfried Parties for the purposes of this Section I and shall have no responsibility for or obligation with respect to actions or inactions of the Liebfried Parties .

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II. SALE OR TRANSFER OF AIRCRAFT. Nothing in the foregoing Lease shall be construed to require Tenant to obtain Landlord's prior consent in order to sell or transfer aircraft or aircraft parts, so long as such sales are not in the ordinary and regular course of the Tenant's or individual unit owner's business.

III. ANNUAL REPORT. Annually on June 1 of each year, the Tenant shall submit to the Landlord, in writing, an Annual Report. The Annual Report shall contain a detailed record of (1) any and all improvements on the Premises, including but not limited to a description of said improvement, its cost, the amount unpaid and owed, the names and addresses of the payee(s) and payor(s), (2) any and all claims, including the names and address of the claimant(s), made against the Tenant, including but not limited to those alleging negligence, property damage, personal injury, (3) the name and address of the owner of each aircraft storage unit, and the unit number or similar designation so owned, (4) a balance sheet setting forth the assets and liabilities of the Tenant, and (5) a report regarding the Hangar Maintenance Fund.

IV. HANGER MAINTENANCE FUND. As of the date hereof, Tenant holds Fifteen Thousand Dollars (\$15,000.00) in a "Hanger Maintenance Fund", as a fiduciary, in an interest-bearing account or such other investment as the Parties may agree, the principal and income of which shall be used for ongoing maintenance, repair and replacement and for capital improvements voted by the Unit Owners of the Tenant and approved by the Landlord in accordance with Article VI of this Lease.

- A. On January 1, 2023 and on the same day of each fifth year thereafter, the Tenant shall deposit an additional Five Thousand Dollars (\$5,000.00) in the Hanger Maintenance Fund. Each year, in its Annual Report, as set forth in Section IV of this Addendum D, the Tenant shall submit a written report to the Landlord stating what amount was paid by the Tenant to the Fund, the location of the money, the manner in which it has been invested, and the total balance of the Fund. At the termination of this Lease, whether at the expiration of the Initial or Extended Term or pursuant to any other termination provision set forth herein, said Funds shall be turned over to the Fitchburg Airport Commission.
- B. In the event that funds are withdrawn from the Hanger Maintenance Fund are used for ongoing maintenance, repair and replacement and for capital improvements as provided above, the Hangar Maintenance Fund shall be replenished in an amount equal to the amount withdrawn by the Condominium Trust within twelve months after the withdrawal of the same.

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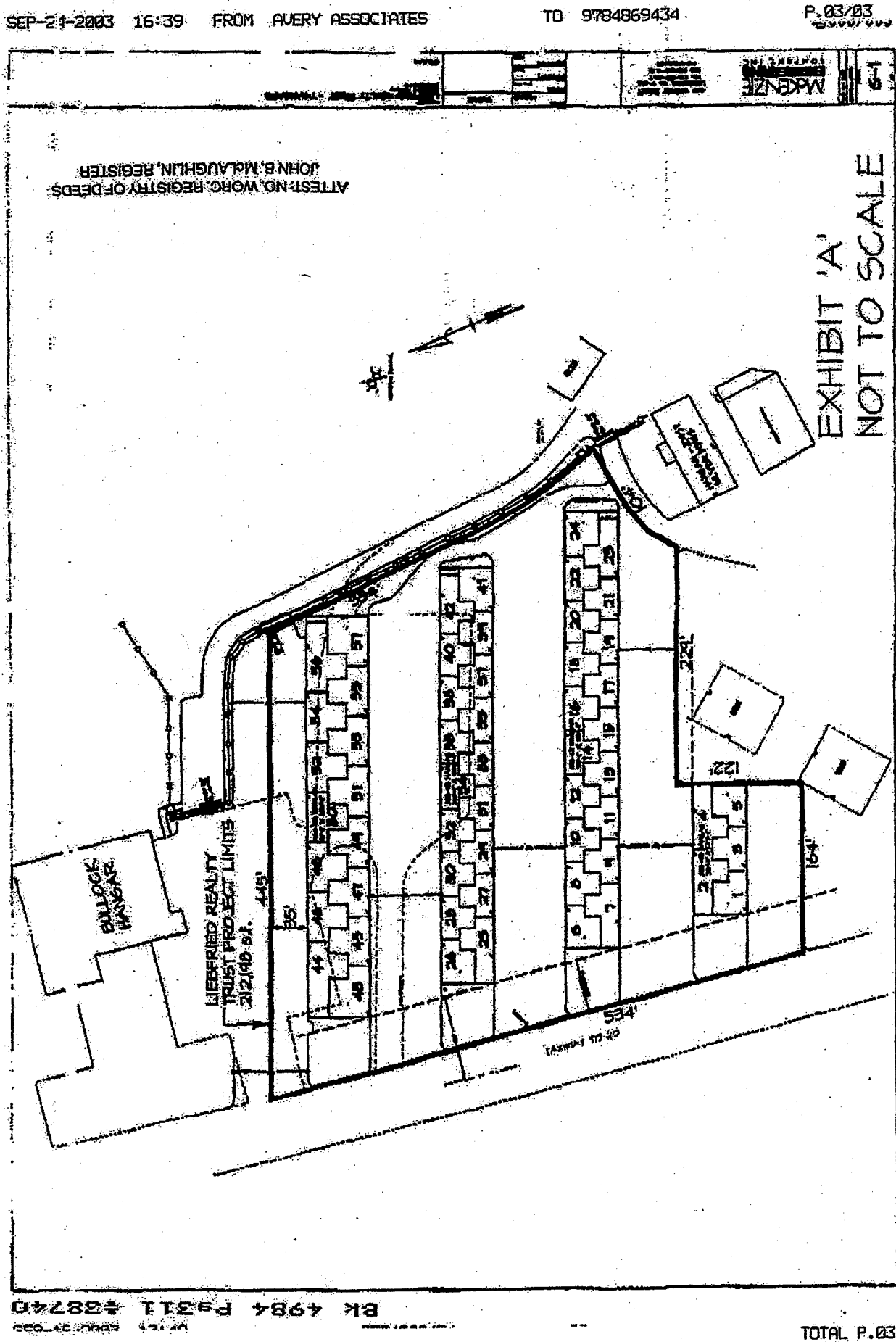
EXHIBIT E

LIEBFRIED UNITS

Units 43, 53, A, C, D & E of the Fitchburg Aircraft Condominium

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The Finance Committee recommended the following Orders be adopted:

- 117-18. ORDERED THAT: There be and hereby is appropriated the sum of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) same to be charged against AVAILABLE FUNDS and credited to VETERANS BENEFITS, CASH BENEFITS account.
- 118-18. ORDERED THAT: There be and hereby is appropriated the sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$175,000.000) same to be charged against AVAILABLE FUNDS and credited to BOARD OF HEALTH SANITARY LANDFILL EXPENSES, CONTRACTED SERVICES for the cost of recycling material now being invoiced to the City.
- 119-18. ORDERED THAT: There be and hereby is appropriated the sum of FOUR THOUSAND, THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$4,320.00) same to be charged against AVAILABLE FUNDS and credited to COMMUNITY DEVELOPMENT, DEP COMPLIANCE for the purpose of DEP compliance at city owned property at 465 Westminster Street, formerly the site of the Central Steam Plant.

Report read and accepted. Orders adopted by unanimous vote. 10 members present. Board consists of 11 members.
Orders signed by the Mayor May 17, 2018.

The Finance Committee recommended the following Order be adopted:

- 120-18. ORDERED THAT: There be and hereby is appropriated the sum of TWENTY-SIX THOUSAND, SEVEN DOLLARS (\$26,007.00) same to be charged against AVAILABLE FUNDS and credited to accounts as enclosed in the Order.

Councillor Marcus DiNatale recused himself from the vote.
Report read and accepted. Order adopted by unanimous vote. 10 members present. Board consists of 11 members.
Order signed by the Mayor May 17, 2018.

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The Finance Committee recommended the following Order be adopted:

121-18. ORDERED THAT: There be and hereby is transferred from within the Water Enterprise Fund, Personal Services Accounts the sum of EIGHT HUNDRED EIGHTY-FOUR DOLLARS (\$884.00) same to be credited to the Water Enterprise Fund, Personal Services Accounts.

Report read and accepted. Order adopted by unanimous vote. 10 members present. Board consists of 11 members.
Order signed by the Mayor May 17, 2018.

The Finance Committee recommended the following Order be adopted:

122-18. ORDERED THAT: There be and hereby is appropriated the sum of NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$95,000.00) same to be charged against AVAILABLE FUNDS and credited to SCHOOL DEPARTMENT, CAPITAL IMPROVEMENTS for the purpose of completing the audio-video upgrade to the Fitchburg High School Auditorium (\$20,000.00) and of replacing the vacuum pump at the Longsjo School (\$75,000.00)

Report read and accepted. Order adopted by unanimous vote. 10 members present. Board consists of 11 members.
Order signed by the Mayor May 17, 2018.

For the record, a letter was sent to Robert Jokela, Assistant Superintendent of Finance and Operations regarding the referenced Fitchburg High School Auditorium. It was alleged that audio-video wires were cut or damaged during the project interfering with FATV activities at the school, and requesting that final payment not be made until the situation is rectified.

The Finance Committee recommended the following Orders be adopted:

123-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Unitil/Fitchburg Gas & Electric Light Co. gift in the approximate amount of \$250,000.00 (TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS) for the purpose of said gift, which is for reconstruction of various streets.

124-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Cumberland Farms, Inc. gift in the approximate amount of \$16,000.00 (SIXTEEN THOUSAND AND 00/100 DOLLARS) for the purpose of said gift, which is for pedestrian signals or any other sidewalk or roadway improvements necessary due to the traffic impact of the proposed Cumberland Farms facility at 479 Electric Avenue.

Reports of
Committees
Finance Committee

- 125-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Commonwealth of Massachusetts. Department of Transportation, Complete Streets grant in the approximate amount of \$219,100.00 (TWO HUNDRED NINETEEN THOUSAND, ONE HUNDRED AND 00/100 DOLLARS) for the purpose of said grant, which is for street and sidewalk improvements in the Upper Common area.

Report read and accepted. Orders adopted by unanimous vote. 10 members present. Board consists of 11 members.
Orders signed by the Mayor May 17, 2018.

Public Safety Committee Oral Report
Meeting of May 15, 2018

Public Safety
Committee

The Public Safety Committee recommended the following Petition be granted:

- 039-18. Officer Leroy Jackson, to remove the last 2 metered parking spots on Easterly side of Wallace Ave. @ Elm Street and replace with a new "Loading Zone" for the off-loading of passengers using the Senior Center, particularly Elderly and Handicapped.

Report accepted. Petition granted by unanimous vote. 10 members present. Board consists of 11 members.

The Public Safety Committee recommended the following Petition be granted and referred to the Public Works Department to fund the electric sign:

- 045-18. Councilors Elizabeth Walsh and Marcus DiNatale, along with resident Mary Fritz, to install electronic speed signage or electronic yield/go slow signage at the intersection of Rollstone Road and Brittany Lane, facing traffic coming from Fifth MA Tpke.

Report accepted. Motion that the petition be given leave to withdraw fails by vote of 4 in favor (Donnelly, Squailia, Clark, Beauchemin) and 6 opposed.

Petition granted by vote of 7 in favor and 3 opposed (Squailia, Donnelly, Beauchemin).

10 members present. Board consists of 11 members.

The Public Safety Committee recommended the following Petition be given leave to withdraw:

- 046-18. Councilors Joel Kaddy and Marcus DiNatale, to preferably install stop signs at the intersection of Fifth Mass Tpke. and Franklin Road. However, in the event stop signs are not deemed to be necessary, re-installation of the traffic mirror at this intersection must be done.

Report accepted. Petition given leave to withdraw by unanimous vote. 10 members present. Board consists of 11 members.

Reports of
CommitteesPublic Safety
Committee

The Public Safety Committee recommended the following Petition be referred to City Engineering for an impact study:

- 047-18. Councillor Marisa Fleming, to remove the "Do Not enter" sign at the corner of Myrtle Ave. and Main Street. Also put a "No Left Hand Turn" on Main Street onto Myrtle Ave. in front of the old Harper furniture building.

Report accepted. Petition referred to City Engineering for an impact study by unanimous vote. 10 members present. Board consists of 11 members.

The Public Safety Committee recommended the following petitions be given leave to withdraw:

- 103-18. Councillor Marisa Fleming, to remove the No Parking Anytime signs (arrowed left to right) from in front of the corners of 111 Green Street and Morris Street and place No Parking Here to Corner.
- 244-17. Councillor Marcus DiNatale, mandating that for any non-aviation event at the Fitchburg Municipal airport, said event must end no later than 7:00 PM on Sunday through Thursday evenings and no later than 9 PM on Friday and Saturday evenings.
- 298-17. Councillor Paul Beauchemin, to have painted on the portion of Electric Ave. and Franklin Road a 20 mile an hour warning on the pavement so as to slow traffic as indicated in the drawing.

Report accepted. Petitions given leave to withdraw by unanimous vote. 10 members present. Board consists of 11 members.

The Public Safety Committee recommended the following Petition be given leave to withdraw:

- 112-18. Councillors Joel Kaddy and Marcus DiNatale, to place a stop sign at the intersection of Parker Hill Drive and Brierwood Drive.

Report accepted. Petitions given leave to withdraw by vote of 9 in favor and 1 opposed (DiNatale). 10 members present. Board consists of 11 members.

PUBLIC HEARINGS

- 138-18. Fitchburg Gas and Electric, Unitil, to install a new pole location, approximately 190' north of Oak Hill Lane as outlined in the enclosed Petition.

Hearing held. Mr. Jim Dee from Unitil was present. He stated that they need a clean pole in order to tie two circuits together. In response to Councillor Beauchemin's question about the height of the poles he stated that the height is determined by construction standards. No one spoke in favor of or in opposition to the petition. Hearing closed and petition granted by vote of 9 in favor and 1 opposed (Beauchemin). 10 members present. Board consists of 11 members.

Hearing
Petition #138-18

City of Fitchburg,..... May 15, 2018

Hearing
Petition #139-18

139-18. Fitchburg Gas and Electric, Unitil, to install a new pole location, approximately 105' east of Beech Street as outlined in the enclosed Petition.

Hearing held. Mr. Jim Dee from Unitil was present. He stated that this is the second part of the new circuit. There is a gap between the poles and they must install a mid-span pole. No one spoke in favor of or in opposition to the petition. Hearing closed and petition granted by unanimous vote. 10 members present. Board consists of 11 members.

ORDERS-FINANCE

The following Orders were referred to the Finance Committee:

- 141-18. ORDERED THAT: There be and hereby is appropriated the sum of NINE THOUSAND, FIVE HUNDRED DOLLARS (\$9,500.00), same to be charged against AVAILABLE FUNDS and credited to DPW HIGHWAY PERSONAL SERVICES, SUMMER HELP.
- 142-18. ORDERED THAT: There be and hereby is appropriated the sum of TEN THOUSAND DOLLARS (\$10,000.00), same to be charged against AVAILABLE FUNDS and credited to ASSESSOR EXPENSE, CONTRACTED SERVICES.
- 143-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Executive Office of Public Safety and Security earmark (MGL Chapter 47, Acts of 2017) in the approximate amount of \$50,000.00 (FIFTY THOUSAND AND 00/100 DOLLARS) for the purpose of said earmark, which is to support handicap accessibility improvements at the police station, as well as camera and door security upgrades at the police station and city parking garages.
- 144-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the NewVue Communities gift in the approximate amount of \$45,000.00 (FORTY-FIVE THOUSAND AND 00/100 DOLLARS) for the purpose of said gift, which is for the reconstruction of various sidewalks on High Street and Marshall Street.
- 145-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Department of Environmental Protection, Clean Energy Results Program, Gap II funding grant in the approximate amount of \$200,000.00 (TWO HUNDRED THOUSAND AND 00/100 DOLLARS) for the purpose of said grant, which is for the design, purchase, installation, and other ancillary work of an inline turbine at the Water Division's Narrows Road Pressure Reducing Valve Station.
- 146-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Clean Energy Center grant in the approximate amount of \$78,357.00 (SEVENTY-EIGHT THOUSAND, THREE HUNDRED FIFTY-SEVEN AND 00/100 DOLLARS) for the purpose of said grant, which is for the design, purchase, installation, and other ancillary work of an inline turbine at the Water Division's Narrows Road Pressure Reducing Valve Station.

Orders-Finance

- 147-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs, Drinking Water Protection Program in the approximate amount of \$137,500.00 (ONE HUNDRED THIRTY-SEVEN THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS) for the purpose of said grant, which is for the purchase of property on Piper Road in Ashby and for the costs of purchasing a conservation restriction on a certain parcel of land on Crocker Road in Ashby.
- 148-18. ORDERED THAT: There be and hereby is appropriated the sum of ONE HUNDRED THIRTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$137,500.00), same to be charged against FUND BALANCE RESERVED FOR LAND PURCHASES and credited to WATER CAPITAL EXPENDITURES, LAND PURCHASES.

BUDGET ORDERS FY-2019

The following Budget Orders were referred to the Council as a Whole Committee:

- 149-18. ORDERED THAT: There be and hereby is appropriated the Mayor's Fiscal Year 2019 Operating Budget.
- | | |
|-----------------------|---------------|
| General Fund: | \$123,651,348 |
| Airport Fund: | \$ 659,600 |
| Water Enterprise: | \$ 6,541,525 |
| Wastewater Enterprise | \$ 12,736,020 |
- 150-18. ORDERED THAT: There be and hereby is appropriated the sum of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000), same to be credited to the Fiscal Year 2019 TAX LEVY and charge against OVERLAY SURPLUS.
- 151-18. ORDERED THAT: There be and hereby is appropriated the sum of TWO HUNDRED EIGHT THOUSAND, EIGHTY-THREE DOLLARS (\$208,083), same to be charged against PARKING METER/GARAGE RECEIPTS and credit to Fiscal Year 2019 accounts:
- | | |
|-----------------------------|-----------|
| Treasurer Personal Services | \$ 93,083 |
| Treasurer Expenses | \$115,000 |
- 152-18. ORDERED THAT: There be and hereby is appropriated the sum of FIFTEEN THOUSAND DOLLARS (\$15,000), same to be charged against CEMETERY SALE OF LOTS AND GRAVES and credit to Fiscal Year 2019 accounts:
- | | |
|----------------------------|----------|
| Cemetery Personal Services | \$15,000 |
|----------------------------|----------|
- 153-18. ORDERED THAT: There be and hereby is appropriated the sum of SIX HUNDRED FIFTY-NINE THOUSAND, SIX HUNDRED DOLLARS (\$659,600) and charge against AIRPORT RECEIPTS RESERVED and credit to Fiscal Year 2019 Airport Fund accounts:
- | | |
|-------------------|-----------|
| Personal Services | \$240,070 |
| Expenses | \$419,530 |

- 154-18. ORDERED THAT: There be and hereby is appropriated the sum of TWELVE MILLION, SEVEN HUNDRED THIRTY-SIX THOUSAND, TWENTY DOLLARS (\$12,736,020), charging \$10,859,500 against WASTEWATER ENTERPRISE FUND RECEIPTS and \$1,876,520 against WASTEWATER ENTERPRISE RETAINED EARNINGS and crediting Fiscal Year 2019 Wastewater Enterprise Fund accounts as follows:

Personal Services	\$2,278,320
Expenses	\$2,608,700
Indirect Costs	\$1,050,000
Debt Service	\$4,591,000
Capital Expenses	\$2,208,000

- 155-18. ORDERED THAT: There be and hereby is appropriated the sum of SIX MILLION, FIVE HUNDRED FORTY-ONE THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS (\$6,541,525), charging WATER ENTERPRISE FUND RECEIPTS and crediting Fiscal Year 2019 Water Enterprise Fund Accounts as follows:

Personal Services	\$1,696,525
Expenses	\$1,479,000
Indirect Costs	\$ 820,000
Debt Service	\$1,896,000
Capital Expenses	\$ 650,000

- 156-18. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the following Revolving Funds authorized by city ordinance up to the amount available in the fund or \$100,000.00, whichever is less:

Revolving Fund**Authorized Official**

Animal Control	Police Chief
Civic Days	Mayor or Mayor's Designee Recreation Director
Communication Tower & Equipment	Fire Chief
Demolition	Community Development Director or Designee
Public Cemetery	Cemetery Superintendent Public Works Commissioner
Public Health Sustainability	Public Health Director
Public Library	Library Trustees Chief Librarian
Traffic Enforcement	Police Chief
Traffic Safety Equipment	Police Chief
Senior Center Activities	Executive Director of the Council on Aging
Sidewalk	Public Works Commissioner
Stormwater Maintenance	Public Works Commissioner

ORDERS-OTHER

The following Orders were referred to the City Property Committee:

- 157-18. ORDERED THAT: That the City of Fitchburg sells 67-69 Myrtle Avenue to Joshua Naughton, Trustee of the 137 Green Street Realty Trust, as approved by the City's Side Yard Sales Program, as outlined in the enclosed Order.
(Reference Petition #235-15)
- 158-18. ORDER: Authorizing the City of Fitchburg to obtain a Conservation Restriction on a parcel of land in Ashby known as the Crocker Property as outlined in the enclosed Order.
- 159-18. ORDER: Authorizing the City of Fitchburg to purchase a certain parcel of land in Ashby known as the Krapf Property, located on Piper Road in Ashby, to be funded through grant monies, owner donation, division of Water Supply funds as outlined in the enclosed Order.

ORDINANCES

- 126-18. AN ORDINANCE: Amending Chapter 3, Article XXIV, S. 3-267 of the City Code by striking the word "nine" and inserting "eleven" in its place, re: Disability Commission.
(Reference Petition #319-17)

Ordinance was sent to a third and final reading and adopted to be enrolled and ordained by unanimous vote. 10 members present. Board consists of 11 members.
Ordinance was signed by the Mayor May 17, 2018.

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- 160-18. AN ORDINANCE: To amend the Table of Principle Uses by amending Sections 181.313C 14-A as follows:
*C 14-A SEASONAL OUTDOOR DINING. Update chart with Y for LI, I, and C & A Zones.
(Reference Petition #102-18)

Ordinance was sent to a first and second reading and ordered advertised by unanimous vote. 10 members present. Board consists of 11 members.

PETITIONS

The following Petition was referred to the Public Safety Committee:

- 161-18. Timothy Pomerleau, Rydemore Heavy Duty Truck, Class II Dealer's license, for approval to increase maximum number of vehicles for sale from 10 to 100, and vehicles allowed in staging area waiting to be dismantled from 126 to 320.

The following Petition was referred to the Public Works Committee:

- 162-18. Councillors Marcus DiNatale and Joel Kaddy, on behalf of Donna Goodchild, to repair a damaged berm at 109 Vine Street.

TABLED

- 031-18. AN ORDINANCE: **AS AMENDED:**
1. To add a new section 181.65, Marijuana Establishments, to regulate non-medical marijuana as outlined in the enclosed Ordinance.
 2. To amend the definitions of RMD, MMD and MMM in Section 181.10 to remove a requirement that the operator be a non-profit entity as follows.
 3. To add the following Section Regulating signs.
 4. To amend the requirements for site plan review by amending Section 181.9414 as follows.
 5. To amend the prohibited home occupations by adding the following to Section 181.333 (Prohibited Home Occupations)

City of Fitchburg

In the Year 2018

Publication of an Ordinance 31-2018 - Marijuana

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FITCHBURG,

AS FOLLOWS:

Section 181.65 - MARIJUANA ESTABLISHMENTS

181.651 Regulation. G.L. c. 94G authorizes a system of state licensing for businesses engaging in the cultivation, testing, processing and manufacturing, and retail sales of non-medical marijuana, collectively referred to as Marijuana Establishments (MEs). G.L. c. 94G §3 allows cities to adopt ordinances that impose reasonable safeguards on the operation of non-medical marijuana establishments, provided they are not unreasonably impracticable and are not in conflict with the law. The special permit and site plan review requirements set forth in this Section shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law.

181.652 Purpose. The purpose of this ordinance is to allow state-licensed MEs to exist in the City of Fitchburg in accordance with applicable state laws and regulations and impose reasonable safeguards to govern the time, place and manner of ME operations and any business dealing in Marijuana Accessories in such a way as to ensure public health, safety, well-being, and reduce undue impacts on the natural environment as it relates to cultivation, processing and manufacturing subject to the provisions of this Zoning Ordinance, M.G.L. c. 40A, M.G.L. c. 94G and any other applicable law. Therefore, this ordinance may permit MEs in locations suitable for lawful MEs where there is access to regional roadways, where they may be readily monitored by law enforcement for health and public safety purposes, and to minimize adverse impacts on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, operation security, and removal of MEs.

This Section is intended to coexist with the existing Section 181.64 regarding MMDs and MMMs.

181.653 Definitions. Where not expressly defined in the Zoning Ordinance, terms used in this Zoning Ordinance referring to non-medical use marijuana shall be interpreted as defined in G.L. c. 94G, as the same may be amended from time to time, and regulations issued by the Cannabis Control Commission (CCC). The following definitions, consistent with this expressed intent, shall apply in the interpretation and enforcement of this section:

1. "Marijuana Products", products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for non-medical use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.
2. "Marijuana Establishment" (ME), a Marijuana Cultivator, Independent testing laboratory, Marijuana Product Manufacturer, Marijuana Retailer or any other type of licensed non-medical marijuana-related business.
3. "Marijuana Cultivator" (MC), an entity licensed to cultivate, process and package non-medical marijuana, to deliver non-medical marijuana to ME's and to transfer marijuana to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MC.
4. "Marijuana Product Manufacturer" (MPM), an entity licensed to obtain, manufacture, process and package non-medical marijuana and marijuana products, to deliver non-medical marijuana and marijuana products to ME's and to transfer non-medical marijuana and marijuana products to other ME's, but not to consumers. A Craft Marijuana Cultivator Cooperative performing a similar function shall be included within the definition of a MPM.

5. "Marijuana Retailer" (MR), an entity licensed to purchase and deliver non-medical marijuana and marijuana products from ME's and to deliver, sell or otherwise transfer non-medical marijuana and marijuana products to ME's and to consumers.
6. "Independent testing laboratory", a laboratory that is licensed by the CCC and is: (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the CCC; (ii) independent financially from any medical marijuana treatment center or any licensee or ME for which it conducts a test; and (iii) qualified to test marijuana in compliance with regulations promulgated by the CCC pursuant to G.L. c. 94G.
7. "Experienced Operator," any MMD or MMM facilities, as defined by Section 181.64 of the Zoning Ordinance, having already received a special permit and site plan review approval by the City, prior to the passage of Section 181.65 of this Ordinance, which remain in good standing without violation of any ordinance, statute, or condition of their special permit.
8. "Moral Character" means the degree to which a person's history demonstrates honesty, fairness and respect for the rights of others and for conformance to the law, which may include consideration of whether an individual has:
 - a. Ever had a professional license denied, suspended or revoked;
 - b. Ever had a business license denied, suspended or revoked;
 - c. Ever had a marijuana-related business license denied, suspended, revoked, or placed on administrative hold, or was subjected to a fine for violation of a marijuana-related zoning ordinance;
 - d. Ever had a business temporarily or permanently closed for failure to comply with any tax, health, building, fire, zoning or safety law;
 - e. Ever had an administrative, civil or criminal finding of delinquency for failure to file or failure to pay employment, sales, property or use taxes;
 - f. Ever been convicted of a felony, sex offense, or other offense involving violence, distribution of controlled substances, excluding marijuana-related possession offenses, or other moral turpitude;
 - g. Within the previous sixty months been convicted of a misdemeanor or other offense involving the distribution of controlled substances, or driving under the influence of alcohol or other substance (DUI, OUI) convictions

181.654 Prohibitions and Limitations.

181.6541 It shall be unlawful for any person to operate a ME without obtaining a special permit and undergoing site plan approval pursuant to the requirements of this Ordinance, except as provided for an Experienced Operator.

181.6542 An Experienced Operator may operate a ME of the same type as the medical marijuana facility for which they have been granted a special permit and approved site plan review by the City without obtaining a new special permit, provided that the Experienced Operator must receive site plan approval for the new use as a ME, that the ME is located in the same facility for which the Experienced Operator received the prior special permit and site plan approval, and that the gross square footage of such facility is not increased by more than ten (10%) percent.

181.6543 A separate special permit is required for each different ME detailed in section 181.653, above, or in the case of an Experienced Operator, a separate site plan review.

181.6544 As defined in G.L. c. 94G, the number of MRs shall be limited to the amount specified by City ordinance Section 56-3, as the same may be amended from time to time. No special permit may be granted for a MR which results in a violation of this limit.

181.6545 A ME may only be involved in the use permitted by its definition. MRs may only be located in buildings containing other retail, commercial, residential, industrial, or any other uses, including other types of MEs, if the MR is separated by full walls from any and all other uses.

181.6546 Independent Testing Facilities may be permitted under special permit by the Planning Board in the Industrial (I), Light Industrial (LI), Central Business (CBD), Commercial & Automotive (C&A) and Neighborhood Business (NBD) Zoning Districts. MRs may be permitted under special permit by the Planning Board in the Commercial and Automotive (C&A), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts in accordance with 181.313 of the Table of Principal Uses, with the exception that no special permit may be granted for any MR located in that portion of the contiguous Central Business Zoning District that includes Main Street which lies to the north of the railroad track dissecting said specific zone and west of the intersection of Holt Street and Summer Street until the intersection of Main Street and Prospect Street. On-site or social consumption, so called, is prohibited as a use. All other MEs may be permitted under special permit by the Planning Board in the Industrial and Light Industrial Zoning Districts.

181.6547 MEs shall be prohibited as an Accessory Use or Home Occupation in all zoning districts. No ME shall be permitted to have drive-up or walk-up facilities as described in Section 181.3246 of this Zoning Ordinance.

181.6548 No marijuana or Marijuana Product shall be smoked, eaten, ingested, consumed or otherwise used within the premises of any ME.

181.6549 No ME may be operated in a mobile facility or outside of a fully enclosed building or structure, excepting deliveries to off-site MRs and home deliveries to consumers permitted or licensed by applicable state and local regulations.

181.65410 No ME may be operated in such a manner as to cause or create a public nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

181.65411 The issuance of a special permit and site plan review pursuant to this chapter does not create an exception, defense, or immunity to any person or entity in regard to any potential criminal liability the person or entity may have for the production, distribution, or possession of marijuana.

181.65412 There shall be no use variances issued for any ME.

181.655 Application.

In addition to the materials required under Section 181.93. (Special Permits) and Section 181.94 (Site Plan Review) of this Ordinance, the applicant shall submit the following:

1. All materials required under Section 181.645 of this Zoning Ordinance for an MMD or MMM facility, with the exceptions that any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME
2. Proof of approval from the Commonwealth of Massachusetts for the proposed ME by submitting copies of all required registrations, licenses and permits issued to the applicant by the state and any of its agencies for the proposed ME.
3. The name, address, email address, and phone number of all designated Managers of the ME, together with a criminal background check of such Managers and other evidence of Moral Character.
4. Proof that the detailed security plan, operation and management plan, and emergency response plans have been submitted to the Fitchburg Police Department and the Department of Planning and Community Development for comment and review at the same time or prior to the submission of the application, and any comment or response received by the applicant.
5. Proof that the applicant provided notification in writing at the same time or prior to the submission of the application to all property owners and operators of the uses listed under 181.656(5) within three hundred (300) feet of its proposed location and use, to provide them with the opportunity to comment to the Planning Board, as well as any and all comment or response received by the applicant.

6. Evidence demonstrating that the ME will be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located. This may include but shall not be limited to evidence of Moral Character.

181.6551 Upon receipt of a completed application, the Planning Board shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, Conservation Commission, and the Engineering Division of the Department of Public Works. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 30 days of referral of the application shall be deemed lack of opposition.

181.6552 After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other municipal boards and departments, the Planning Board may act upon the application for special permit and approval of site plan.

181.6553 In instances where any portion of a project involves a special permit application to or site plan review by the Planning Board for any ME, the Planning Board shall serve as the special permit granting authority for all other special permits required in connection with such project.

181.656 Special Permit Criteria and Findings

A MR, MC, MPM or Independent Testing Facility may be permitted pursuant to a Special Permit and Site Plan Review granted by the Planning Board. In granting a special permit for a MR, MC, MPM or Independent Testing Facility, in addition to the general criteria for a special permit in Section 181.93 of the Zoning Ordinance, the Planning Board must also make the following findings:

1. If the special permit is for a MR, that the MR is located in the Commercial & Automotive (C&A), Medical Services (MSD), Neighborhood Business (NBD), Central Business (CBD), Industrial (I) or Light Industrial (LI) zoning districts, excluding the Central Business District which encompasses Main Street; or if the special permit is for an Independent Testing Facility, that the Independent Testing Facility is located in the Industrial (I), Light Industrial (LI), Central Business (CBD) Commercial & Automotive (C&A) or Neighborhood Business (NBD) Zoning District; or if the special permit is for any other ME, that the ME is located in the Industrial or Light Industrial zoning districts in accordance with 181.313 of the Table of Principal Uses.
2. The applicant has demonstrated that the ME has or will meet all of the permitting requirements of all applicable agencies within the Commonwealth and is or will be in compliance with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, §12 General Marijuana Establishment Operation.
3. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.
4. The grant of the special permit will not exceed the limitation on permitted MRs set forth in Section 181.6544.
5. ~~The ME is located at least three hundred (300) feet distant of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, a vocational school, a public or private college, junior college, university or dormitory, a licensed child care facility, a library, a playground, a public park, a youth center, a public swimming pool, a video arcade facility, any facility in which minors commonly congregate, or any residence, including commercial residences such as hotels, motels, lodging houses, etc. The distance under this section is measured in a straight line from the nearest point of the property line of the protected uses to the nearest point of the structure of the proposed ME.~~
 - a. The distance requirement may be reduced by the Planning Board provided that the applicant demonstrates, by clear and convincing evidence, that 1) the ME will employ adequate measures to prevent product diversion to minors, and 2) the ME is adequately buffered, and 3) the Planning Board determines that a shorter distance will suffice to accomplish the objectives set forth under §181.652.
6. The applicant has satisfied all of the conditions and requirements of this section and other applicable sections of the Zoning Ordinance and any applicable city ordinances.
7. The facility provides adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff, or members of the public and that storage and location of cultivation is adequately secured.
8. , The facility will not place an undue burden on public safety services of the City as may be adequately established to the satisfaction of the Planning Board, which shall consider the facility's lighting, whether or

not all of the facility is visible from a public way, whether or not the parking is contiguous with the facility or the parking arrangements are capable of being monitored by the applicant or the City, and whether or not the facility is or can be set up to promote the effective monitoring by Police Department patrols, as well as any other factors affecting public safety.

9. The facility meets all criteria required for a Special Permit for an MMD or MMM under Section 181.645 of this Zoning Ordinance, with the exceptions that
 - a. Any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME; and
 - b. Location in an area which does not have reasonable access to medical marijuana pursuant to Section 181.644(a) shall not be required.
10. The applicant has demonstrated, by substantial evidence of Moral Character and other evidence, that it will operate the ME in conformity with all applicable municipal ordinances, state laws and regulations and that its policies and procedures are designed to prevent violation of such laws, particularly including but not limited to Section 181.654 above.

181.657 Site Plan Review/Special Permit Conditions

The Planning Board shall conduct site plan review and shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's ME, the following conditions shall be included in any site plan review or special permit granted under this Ordinance:

1. All conditions applicable to MMDs and MMMs under Section 181.646 of this Zoning Ordinance shall be applied to an ME, with the exceptions that
 - a. Any reference within Section 181.646 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any other state regulation or statute applicable to the ME;
 - b. Hours of operation shall be set forth within the special permit, and shall generally be consistent with those for package stores licensed under G.L. c. 138.
 - c. The provisions regarding signage contained in Section 181.646(f) and (g) shall not be included; and
 - d. The provisions revoking a special permit for cultivation or dispensing of marijuana for non-medical purposes in Section 181.646(p) shall not be applicable.
2. All business signage shall be subject to the requirements to be promulgated by the CCC and the requirements of Section 181.53 of this Zoning Ordinance.
3. The ME shall not violate any provision of the Zoning Ordinance, including but not limited to Section 181.654 above.
4. Display of marijuana, Marijuana Products and Marijuana Accessories shall be limited to an area which is accessible only by persons aged twenty-one (21) years or older, and the applicant shall establish such controls and monitoring as are necessary to ensure that this area is not accessed by persons under the age of twenty-one (21) years.
5. The ME shall regularly verify to the City its efforts to ensure the health, safety, and well-being of the public, and to limit undue impacts on the natural environment, by the use of high efficiency equipment to limit energy and water usage demand, by the purchase of renewable energy credits, by the use of LED lighting equipment, by the prohibition or limitation of pesticides, insecticides and similar chemicals, and by any other methods designed to further this purpose.
 - a. The Planning Board may impose specific conditions relating to the preservation or improvement of public safety, including but not limited to lighting, visibility, surveillance, security cameras, parking arrangements, and accessibility for police patrol.
6. ME shall be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located.
7. The applicant has entered into an approved Host Community Agreement under which the applicant pays a host fee or Impact Fee to the City with the Mayor of the City of Fitchburg.

181.658 Termination and Modification

181.6581 A special permit or site plan approval may be terminated due to violation of any of its conditions. In addition, a special permit or site plan approval shall terminate upon:

1. Failure of the permit holder to commence operations at the ME within twelve (12) months of the date of approval; or
2. Transfer of ownership of the ME without approval of the Planning Board. For these purposes, transfer of ownership shall include any reallocation of ownership or change in business structure which results in a change of its designated representatives or responsible individuals; or
3. Termination of the Host Community Agreement or failure to pay a host fee or Impact Fee under the Agreement to the City.

181.6582 A special permit or site plan approval may be modified by the Planning Board after public hearing. No modification is permitted for a change of location; a special permit holder must submit a new application for a change in location. Any changes in the application materials from the original materials must be submitted with a request for modification. No transfer of ownership, except a transfer to an affiliated entity, shall be permitted for two years after the date of approval of the special permit or site plan review unless required due to the death or disability of an owner. If the special permit holder requests approval of a transfer of ownership, then the holder must submit proof:

1. That the new owner will operate the ME in accordance with the terms of the special permit, as shown by evidence of Moral Character and other substantial evidence; and
2. That all amounts due under the Host Community Agreement have been timely paid and no taxes, fines, penalties, fees, or other charges due to the City are currently unpaid.

181.659 Severability.

The provisions of this Ordinance are severable. If any provision, paragraph, sentence, or clause of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

TO AMEND THE DEFINITIONS OF RMD, MMD AND MMM IN SECTION 181.10 TO REMOVE A REQUIREMENT THAT THE OPERATOR BE A NON-PROFIT ENTITY, AS FOLLOWS:

181.10 REGISTERED MARIJUANA DISPENSARY (RMD) – Also known as a Medical Marijuana Treatment Center, is an establishment approved and licensed by the Massachusetts Department of Public Health (MDPH) pursuant to 105 CMR 725.000, owned and operated by **an entity** registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as marijuana-infused products (“MIPs”), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. A RMD shall not be eligible as a “non-exempt agricultural use” or as a “non-exempt educational use” and shall only be permitted as allowed in accordance with City of Fitchburg Zoning Ordinance. Further, the following definitions shall apply for the purposes of distinguishing the permitting and regulation of RMD dispensing uses from RMD cultivation uses within this Ordinance:

a) Medical Marijuana Dispensary (MMD) facility – A Registered Marijuana Dispensary that is located off-site from the cultivation/processing facility (and controlled and operated by the same registered and approved **entity** which operates an affiliated RMD) but which serves only to dispense the processed marijuana, related supplies and educational materials to registered Qualifying Patients or their personal caregivers in accordance with the provisions of MDPH regulations 105 CMR 725.000.

b) Medical Marijuana Manufacturing (MMM) facility – A Registered Marijuana Dispensary that is located off-site from the dispensing facility (and controlled and operated by the same registered and approved **entity**

which operates an affiliated RMD) but which serves only to cultivate and process marijuana, and marijuana infused products in accordance with the provisions of MDPH regulations 105 CMR 725.000.

TO ADD THE FOLLOWING SECTION REGULATING SIGNS

Add 181.5364

181.5364 Signs for Marijuana Establishments

All signs for Marijuana Establishments shall be in conformity with the provisions of G.L. c. 94G and all applicable federal, state and local regulations, including regulations issued by the Cannabis Control Commission. Temporary and promotional signage for Marijuana Establishments are prohibited.

TO AMEND THE REQUIREMENTS FOR SITE PLAN REVIEW BY AMENDING SECTION 181.9414 AS FOLLOWS:

181.9414. Siting, construction or expansion of a Registered Marijuana Dispensary (RMD) **or Marijuana Establishment (ME)**.

TO AMEND THE TABLE OF PRINCIPAL USES BY ADDING SECTIONS 181.313D(15), (16) AND (17) and 181.313D(28) AS FOLLOWS:

- D15. All Marijuana Establishments (ME), except for Marijuana Retailers (MR). Update chart with SP FOR LI, and I zones by Planning Board (N for all other districts).
- D16. Marijuana Retailers (MR). Update chart with SP FOR C&A, I, LI, and NBD; SP* “See Ordinance” for CBD (N for all other districts).
- D17. Independent Testing Laboratory. Update chart with SP in I, LI, CBD, C&A and NBD districts (N for all other districts).
- C29. Marijuana Social Consumption Establishment, N for all districts.

TO AMEND THE PROHIBITED HOME OCCUPATIONS BY ADDING THE FOLLOWING TO SECTION 181.333:

181.333 Prohibited Home Occupations:

- Marijuana Establishment (ME) or similar facility
- Registered Marijuana Dispensary (RMD) or similar facility

~~In City Council May 15, 2018~~

~~Ordinance as amended was sent to a first and second reading and ordered advertised by vote of 9 in favor and 1 opposed (Donnelly). 10 members present. Board consists of 11 members.~~

~~Anna M. Farrell, City Clerk~~

Motion to take the Ordinance from the table passed by vote of 10 in favor and 0 opposed.

Motion to strike from section 181.6546 “Blossom Street” and replace with “intersection of Holt and Summer” passed by vote of 8 in favor and 2 opposed (Squallia, Beauchemin).

Ordinance as amended was sent to a first and second reading and ordered advertised by vote of 9 in favor and 1 opposed (Donnelly). 10 members present. Board consists of 11 members.

The meeting adjourned at 9:37 P.M.


Anna M. Farrell, Clerk